

899-925 COMMONWEALTH AVENUE
SUBMISSION TO THE BRA BOARD JANUARY 25, 1990

TABLE OF CONTENTS

	<u>TAB</u>
1. Memorandum to BRA Board and Stephen Coyle.....	1
2. Resolutions of the BRA.....	2
3. Site Plan.....	3
4. Fact Sheet.....	4
5. PDA Master Plan.....	5
6. PDA Easterly Development Plan.....	6
7. PDA Westerly Development Plan.....	7
8. Development Impact Project Agreement.....	8
9. Cooperation Agreement.....	9
10. Sideletter re: further construction in Westerly Development Area.....	10
11. Letters of Support.....	11



Digitized by the Internet Archive
in 2026 with funding from
Boston Planning and Development Agency

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING MASTER PLAN AND DEVELOPMENT IMPACT PROJECT PLAN,
EASTERLY DEVELOPMENT PLAN AND WESTERLY DEVELOPMENT PLAN
FOR 899-925 COMMONWEALTH AVENUE

1. THE ONGOING AUTHORITY APPROVAL PROCESS

WHEREAS, Trustees of Boston University (the "Applicant") submitted to the Boston Redevelopment Authority (the "Authority") an application letter dated January 16, 1990 for designation of the parcel of land in the City of Boston (the "City") bounded by the Massachusetts Turnpike, Gaffney Street, Commonwealth Avenue and Buick Street (the "Site") as Planned Development Area Number 38, which application letter requested approval of (a) a planned development area ("PDA") master plan and development impact project plan for the Site (the "PDA Master Plan"), (b) a PDA development plan (the "Easterly Development Plan") for the easterly portion of the Site (the "Easterly Development Area") and (c) a PDA development plan (the "Westerly Development Plan") for the westerly portion of the Site (the "Westerly Development Area") (the Easterly Development Plan and Westerly Development Plan to be referred to herein collectively as the "Development Plans"). The Applicant is an educational non-profit corporation.

Section 3-1A.a of the Boston Zoning Code (the "Code") sets forth procedures for the designation of PDAs. For areas in excess of five acres, a PDA may be designated based on the submission of a master plan in accordance with Section 3-1A.a of the Code, which requires "a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed phasing of construction of development and such ... other items ... as said [Authority] may require ..." (collectively, the "Master Plan Criteria").

Once a PDA has been designated based on a master plan, and before work within the PDA may proceed, a development plan or plans must be approved. A development plan establishes limits of development permitted in a project area and ensures the provision

of certain public amenities. Pursuant to Section 3-1A.a of the Code, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures ..." (collectively, the "Development Plan Criteria").

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must also set forth the projected number of employees (collectively, the "Development Impact Project Plan Criteria").

The PDA Master Plan and Development Plans submitted by the Applicant on January 16, 1990 represent a crucial stage in the planning process for the development planned for the Site (the "Development"). Without Authority approval of the PDA Master Plan and Development Plans, the Applicant cannot proceed to the final stage at which the final plans and specifications are submitted to the Authority for final design review approval and certification as to consistency with the Development Plans. If the Authority determines that the PDA Master Plan meets the Master Plan Criteria and Development Impact Project Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the Authority may, after public hearing, approve the PDA Master Plan. If the Authority determines that each of the Development Plans meets the Development Plan Criteria and that each Development Plan "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the Authority may, after public hearing, approve the Development Plans.

As noted above, even after the PDA Master Plan and the Development Plans are approved, the Authority review process will continue. All drawings and specifications will be subject to design review and approval by the Authority. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the Authority for a determination that they are consistent with the Development Plans. If the final plans and specifications are not consistent with the Development Plans, they cannot be approved unless the Development Plans are amended, after public notice and hearing.

2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED
AND UNDERDEVELOPED.

WHEREAS, the Site is located in Boston's Allston district, and is bounded by Commonwealth Avenue, Gaffney Street, Buick Street and the Massachusetts Turnpike. (Buick Street and most of Gaffney Street are owned by the Applicant). The Site contains approximately 10.19 acres. (A more precise description of the Site is contained in the PDA Master Plan). At present, the existing armory, garages and other buildings on the Site are either unused or underutilized. The remainder of the Site is undeveloped. Consequently, the Site returns little to the City in terms of employment or other public benefits.

The Authority finds that, if the PDA Master Plan and the Development Plans are not approved, the Site will continue as an underutilized area; and that the existing character of the Site will remain essentially unchanged; and the potential public benefits from the Site will not be fully realized.

3. THE APPLICANT'S PDA MASTER PLAN AND DEVELOPMENT PLAN

WHEREAS, the Applicant's PDA Master Plan consists of 9 pages of text plus attachments designated Exhibits A through D, the Applicant's Easterly Development Plan consists of 4 pages of text plus attachments designated A through G and the Applicant's Westerly Development Plan consists of 5 pages of text and attachments designated Exhibits A through F. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement and a Cooperation Agreement (together, the "Authority Agreements"). After reviewing these forms of agreements, the Authority is satisfied that the Authority Agreements will ensure compliance with the PDA Master Plan and the Development Plans and the provision of the public benefits and mitigation measures referred to therein. With such changes as may be made thereto by the Director of the Authority, the Director of the Authority will execute the Cooperation Agreement concurrent with the adoption of the resolutions contained herein. With such changes as may be made thereto by the Director of the Authority, the Director of the Authority will execute the Development Impact Project Agreement in a timely manner.

The Authority finds that the Applicant's PDA Master Plan adequately sets forth the required elements or Master Plan Criteria of Section 3-1A.a of the Code and the required elements or Development Impact Project Plan Criteria of Section 26A-3 of the Code, including the planning objectives and character of the development, the proposed uses of the area and structures, the densities, the range of dimensional requirements contemplated for

each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction. The Authority further finds that the Applicant's Development Plans adequately set forth the required elements or Development Plan Criteria of Sections 3-1A.a of the Code, including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Easterly Development Area or Westerly Development Area, as the case may be, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

4. THE DEVELOPMENT

WHEREAS, the PDA Master Plan provides for the Site to be used for a number of uses including dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. The Easterly Development Plan provides for the construction in the Easterly Development Area of a single structure, consisting of two components rising above the grade of Commonwealth Avenue. Plans provide for these two components to be used for dormitory and multi-family housing uses, among others. These above-grade components will be constructed above a common parking facility located below the grade of Commonwealth Avenue. The common parking facility is planned to contain uses in addition to parking, including retail/commercial uses.

As described in the PDA Master Plan, certain dimensional limitations and design objectives will shape the character of the Development. Buildings to be located on the Site will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the northerly side of the Site above the plaza level. Buildings located in the northeasterly portion of the Site will not exceed 18 stories (or 195 feet) above the average grade of Commonwealth Avenue as it abuts the Easterly Development Area; buildings located in the northwesterly portion of the Site will not exceed 18 stories (or 230 feet) above the average grade of Commonwealth Avenue as it abuts the Westerly Development Area; and buildings located in the north central portion of the Site will not exceed 13 stories (or 175 feet) above the average grade of Commonwealth

Avenue as it abuts the Westerly Development Area. Provided the recreational/athletic facility planned for the Site is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories (or 81 feet) above the average grade of Commonwealth Avenue as it abuts the Easterly Development Area or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories (or 102 feet) above the average grade of Commonwealth Avenue as it abuts the Easterly Development Area.

While the final siting of buildings to be located on the Site has been or will be established in PDA development plan submissions, the PDA Master Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided from Commonwealth Avenue. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the Applicant is prepared to meet and cooperate with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The Applicant will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the Applicant will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

The Authority finds that the Development will allow the City to maximize the use of the presently underutilized Site in Allston-Brighton. The Authority further finds that the Development will effectively facilitate a reduction in the demand for housing in the Allston-Brighton area and the displacement of Allston-Brighton residents by providing housing accommodations to the City's sizable student and faculty population.

The Authority further finds that, from a design standpoint, the Development is one in harmony with the design philosophy of the Allston-Brighton neighborhood in which it is located, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the area, and that the buildings in the Development will have heights and gross floor areas not in excess of those permitted in the PDA Master Plan or the Development Plans.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE DEVELOPMENT

WHEREAS, the public has been included throughout the review process for the Development. The Applicant's planners, architects, administrators and staff have met on a regular basis since 1985 with the Boston University/Community Task Force, which is comprised of 25 community groups, and since 1987 with the Project Advisory Committee. The proposed design is the result of a long and thorough review, and the Development has changed considerably in response to the concerns voiced during the public review process. For example, throughout its evolution, the design and massing of the Development have been refined and reduced in scale. The proposal for the tallest component of the Development was reduced from 22 stories to 18 stories (as described above). The Applicant and the community groups also reached agreement on a program with guidelines for recreational facility uses, bed space capacity, open space and building architecture. The resulting design represents a commitment on the part of the Applicant to address concerns of the community groups with respect to open space, aesthetics, landscaping and pedestrian and vehicular access, parking and traffic. In addition, throughout the review process, the Development has evolved to include the provision of substantial community benefits, as set forth below.

As part of the public review process, a Draft Environment Impact Report dated December, 1989 was filed with the Massachusetts Executive Office of Environmental Affairs.

The Authority finds that as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Development, demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The Authority further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Development has evolved representing a culmination of the combined needs of the City, Allston-Brighton residents, Boston University students and faculty and the community at large.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE"

WHEREAS, in approving a master plan, development plan or a development impact project plan, the Authority must find "that such plan conforms to the general plan for the City as a whole" No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code.

On March 11, 1965, the Authority adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the Authority study entitled "Planning for Boston's Next Decade of Development 1980-90" and a plan entitled "Boston University Charles River Campus Master Plan - 1986 to 1996." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan" for the City. Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances.

The most recent statement of the "general plan" for Allston-Brighton is Article 27F of the Code, the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"). The general land use goals and objectives stated in the A-B IPOD include: to protect existing residential areas from any adverse effects of industrial, commercial and institutional uses; to provide for compatible adjacent uses and for buffer zones between conflicting uses; to regulate building height and massing in order that structures do not create a high or dense wall blocking air flow channels and obstructing views and access to the Charles River; to create, retain and enhance open space, parks and recreation areas; to develop appropriate density and parking requirements; to provide for public access to the Charles River Reservation; and to protect open areas, including but not limited to areas identified as Urban Wilds, from excessive development and to protect the significant natural elements of such areas.

The Authority finds that the Development is consistent with the purposes and general land use goals and objectives stated in the A-B IPOD. The Authority further finds that through the creation of jobs and the provision of student housing, the Development promotes residential development that is affordable to all segments of the community, particularly low and moderate income residents, and discourages displacement of residents. The Authority further finds that, by providing housing for the City's student population, the Development will preserve and enhance the Allston-Brighton neighborhood, increase the value of land and buildings, and promote appropriate economic development for the benefit of residents. The Authority further finds that through its design, which includes the provision of open space, view corridors to the north and appropriate massing and design, the Development will provide adequate light and air, prevent overcrowding of land, and preserve, enhance and create open space.

The Authority finds that, by turning an underutilized site in Allston-Brighton into large areas of open space, together with a mixed-use development, the Development will convert the site into a physical and financial asset, and will improve land values and provide economic stimulus. The Authority further finds that by using materials and designs which are harmonious with the surrounding neighborhood, the Development will strengthen the Allston-Brighton neighborhood without compromising the historic and architectural integrity of the area. The Authority further finds that, in spite of the passage of twenty-two years and Boston's greatly changed condition, the Development, as set forth in the PDA Master Plan and the Development Plans, is consistent with the development concepts contained in the 1965-1975 Plan and with the development concepts contained in the plans and studies set forth above and as such conforms to the general plan for the City as a whole.

7. THE DEVELOPMENT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE"

WHEREAS, in order to approve the PDA Master Plan and the Development Plans, the Authority must find that "nothing in [a proposed PDA plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare" pursuant to Section 3-1A.a of the Code. This standard has been interpreted by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions contemplate a balancing of relative benefits and burdens, acknowledging that such large scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the Authority will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Development, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process,

significant revisions have been made to the Development's design in order to mitigate adverse environmental and other impacts. For example, the height of the tallest component in the Development was reduced from 22 stories to 18 stories in order to reduce massing (as described above). In addition, through the public review process, the Applicant has included in the Development substantial community benefits designed to minimize any potential adverse impacts of the Development. These and other examples demonstrate a significant amount of mitigation included in the current Development design, which has resulted in a limited potential for negative impacts.

The Development does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Development.

Public Benefits

A. Employment Plan

The Development is expected to generate an estimated 1,300 person years of construction work and support approximately 235 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses and the expansion of existing businesses to serve residents of the Development. The Applicant will use good faith efforts to reach the following goals during construction: (1) at least 50% of the total employee worker hours in each trade will be by bona fide Boston residents; (2) at least 25% of the total employee worker hours in each trade will be by minorities; and (3) at least 10% of the total worker hours in each trade will be by women. With an estimated 12,700 employees, the Applicant is the second largest employer in Boston.

B. Tax Revenues

In accordance with a certain Agreement Between Boston University and the City of Boston Relative to the Transfer of the Commonwealth Armory from the Commonwealth of Massachusetts to Boston University, dated December 1, 1984, the Applicant will make payments in lieu of taxes for the Site.

C. Development Impact Project Contribution

To the extent required by the Development Impact Project Agreement for the Site, the Development will generate housing linkage contributions pursuant to Article 26A of the Code, to be paid at the times, in the manner and under the conditions specified in such Development Impact Project Agreement. Further, to the extent required by the Development Impact Project Agreement

for the Site, the Development's buildings will generate jobs linkage contributions pursuant to Article 26B of the Code, to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement.

D. Community Use of Facilities

In addition to these benefits, the Applicant will provide other community benefits in connection with the Development, such as the benefits listed below (or benefits comparable thereto):

- a. make available a room for the use of civic associations affiliated with the Boston University/Community Task Force;
- b. make available parking spaces for civic association member use during meetings of civic associations affiliated with the Boston University/Community Task Force;
- c. distribute to neighborhood groups tickets to Boston University athletic and cultural events;
- d. provide space for area youth teams for practices and games, including, as available, ice team, field time, indoor gym time, recreational space time and pool time (to the extent that facilities for such activities are constructed on the Site);
- e. provide adult recreation time, to include, as available, swimming, jogging, skating, aerobics, weight lifting and racket ball (to the extent that facilities for such activities are constructed on the Site);
- f. provide special programs with instruction, to include dance, aerobics, weight lifting and racket ball, and including free clinics hosted by sports coaching staffs for youths (to the extent that facilities for such activities are constructed on the Site);
- g. provide, as available, use of Malvern Field and the Case Center Gym (or alternate, comparable facilities) for the Allston Summer Youth Playground program; and
- h. provided the Applicant obtains all required approvals therefor, plant trees along the north side of Commonwealth Avenue from Buick Street to Gaffney Street.

E. Other Benefits

By appropriately developing an underutilized site in an area in which the Authority is seeking to shape development, the Development will relieve the demand for neighborhood housing by students, faculty and staff, thereby preventing the displacement of residents and providing a mechanism with which to direct growth in Allston-Brighton. The Development will provide substantial physical amenities to the area and will enhance the neighborhood and the community at large. The Development will provide a unique opportunity to shape the growth of the Allston-Brighton area in a way which best serves the needs of the community.

8. THE DEVELOPMENT SATISFIES THE CRITERIA FOR PDA EXCEPTIONS

WHEREAS, in order for the Board of Appeal of the City of Boston to grant certain exceptions from the provisions of the Boston Zoning Code, including exceptions with respect to the building height, floor area ratio, setbacks, yard requirements, certain other dimensional features of the Development, parking, loading, uses, and procedural requirements in accordance with Section 6A-3 of the Code, it must find (1) that each requested exception is "in harmony with the general purpose and intent" of the Code; (2) that each requested exception is in conformity with the applicable Development Plan, and that the Authority has so certified; and (3) that the Development complies with the Development Impact Project requirements of the Code.

The Authority finds that, for reasons set forth in the Resolutions numbered 5, 6 and 7 above, and based upon a review of the Applicant's PDA Master Plan, the Development Plans and the Authority Agreements, the above-stated criteria are satisfied as to each of the exceptions listed in the schedules entitled "Anticipated Zoning Exceptions" attached as Exhibit G to the Easterly Development Plan and attached as Exhibit F to the Westerly Development Plan (the "Zoning Requests").

9. CONCLUSION

WHEREAS, the Authority gave due and proper notice of a public hearing to be held in the Board Room of the Authority on January 25, 1990 to consider the PDA Master Plan and the Development Plans and to determine the manner in which Sections 3-1A and 26A-3 should be applied to the PDA Master Plan and the Development Plans. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law

incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the Authority heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this application on January 25, 1990.

Based on all this evidence, the Authority finds and concludes that the Development is critically important to the sensible growth of the Allston-Brighton neighborhood; that the urban design elements of the Development reflect the needs of Allston-Brighton, while respecting the public goals and guidelines established for development in Boston; that the Development will assist Allston-Brighton in meeting its housing needs by relieving student and faculty demand for housing in the Allston-Brighton neighborhoods; and that the Development will aid the City financially.

Based on all the evidence, the Authority further finds and concludes that the PDA Master Plan satisfies the Master Plan Criteria and Development Impact Project Plan Criteria and otherwise complies with Sections 3-1A, 26A-3 and 26B-3 of the Code, and that the Development Plans satisfy the Development Plan Criteria and otherwise comply with Section 3-1A of the Code.

Based on all the evidence, the Authority further finds and concludes that the PDA Master Plan and each of the Development Plans "conform to the general plan for the City as a whole."

Based on all the evidence, the Authority weighs the public benefits of the Development (and the components thereof) against the combined detriments of the Development (and the components thereof) and further finds and concludes that the PDA Master Plan and each of the Development Plans are not "injurious to the neighborhood or otherwise detrimental to the public welfare."

Based on all the evidence, the Authority finds that the exceptions listed in the Zoning Requests satisfy all of the criteria of the Code.

10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with (a) the Master Plan and Development Impact Project Plan for Planned Development Area No. 38 (the "PDA Master Plan"), (b) the Development Plan for Planned Development Area No. 38, 899 Commonwealth Avenue or Easterly Development Area (the "Easterly Development Plan") and (c) the Development Plan for Planned Development Area No. 38, 925 Commonwealth Avenue or Westerly Development Area (the

"Westerly Development Plan") (the Easterly Development Plan and the Westerly Development Plan to be referred to collectively herein as the "Development Plans"), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "Authority") on Thursday, January 25, 1990, and after consideration of (i) evidence presented at, and in connection with, the hearing, and in connection with the proposed development described in the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan, (ii) matters discussed in a memorandum dated January 25, 1990, from Pamela Wessling, Linda Bourque, Richard Garver, Gerard Kavanaugh and Laurence Koff to the Authority and Stephen Coyle, and (iii) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds (x) with respect to the PDA Master Plan that (1) the PDA Master Plan conforms to the general plan for the city as a whole; (2) nothing in the PDA Master Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the PDA Master Plan does adequately and sufficiently satisfy all other master plan criteria and specifications for a planned development area and for a development impact project plan, as set forth in the Boston Zoning Code, as amended (the "Code"); (y) with respect to the Easterly Development Plan that (1) the Easterly Development Plan conforms to the general plan for the city as a whole; (2) nothing in the Easterly Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Easterly Development Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area development plan as set forth in the Code and (z) with respect to the Westerly Development Plan that (1) the Westerly Development Plan conforms to the general plan for the city as a whole; (2) nothing in the Westerly Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Westerly Development Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area development plan as set forth in the Code; and further

That (a) the form and substance of the PDA Master Plan, and the procedures employed in reviewing and approving the PDA Master Plan, conform with the requirements of the Code as applied to a master plan for a planned development area under Section 3-1A of the Code and a development impact project plan under Articles 26A and 26B of the Code; (b) the form and substance of the Easterly Development Plan, and the procedures employed in reviewing and approving the Easterly

Development Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Section 3-1A of the Code; and (c) the form and substance of the Westerly Development Plan, and the procedures employed in reviewing and approving the Westerly Development Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Section 3-1A of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/PDA" dated March 19, 1986 with which the application submitted by the Applicant for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA Master Plan and for approval of the PDA Master Plan and the Development Plans is not in conformity; and further

That pursuant to the provisions of Sections 3-1A and Articles 26A and 26B of the Code, the Authority hereby approves the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan. The PDA Master Plan is embodied in a written document entitled "Master Plan and Development Impact Project Plan for Planned Development Area No. 38", dated January 25, 1990, consisting of 9 pages of text plus attachments designated Exhibits A through D, and is attached hereto as Exhibit I. The Easterly Development Plan is embodied in a written document entitled "Development Plan for Planned Development Area No. 38, 899 Commonwealth Avenue or Easterly Development Area", dated January 25, 1990, consisting of 4 pages of text plus attachments designated Exhibits A through G, and is attached hereto as Exhibit II. The Westerly Development Plan is embodied in a written document entitled "Development Plan for Planned Development Area No. 38, 925 Commonwealth Avenue or Westerly Development Area", dated January 25, 1990, consisting of 5 pages of text plus attachments designated Exhibits A through F and is attached hereto as Exhibit III. The PDA Master Plan and the Development Plans shall be on file at the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority. The Authority agrees that if a subsequent PDA development plan or plans for the area which is the subject of the PDA Master Plan, and/or an amendment or amendments to PDA development plans for such area, are consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan, then the Authority will not, subject to the applicant's cooperation with the Authority in the development review process, unreasonably withhold or delay its approval of such a subsequent PDA

development plan or plans and/or amendment or amendments and will not, in any case, disapprove such plan or plans and/or amendment or amendments on the basis of the development concept, land uses, density or building heights set forth therein. Furthermore, the Authority agrees that it will not unreasonably withhold or delay approval of future design submissions with regard to the area that is the subject of the PDA Master Plan if such submissions are consistent with the uses and design parameters of the PDA Master Plan, Section 3-1A of the Code, and in compliance with the Cooperation Agreement for such area; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the PDA Master Plan, and to recommend to the Commission that it approve such petition, the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan pursuant to Section 3-1A of the Code; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement and Cooperation Agreement (together, the "Related Agreements") in substantially the forms attached hereto as Exhibits IV and V, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements and all other agreements incidental to the PDA Master Plan and the Development Plans, with such changes as he, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements and such other agreements shall be on file in the office of the Authority; and further

That pursuant to Section 6A-2 of the Code, the Authority hereby authorizes the Director of the Authority to recommend to the Board of Appeal approval of the proposed zoning exceptions set forth in Exhibit G of the Easterly Development Plan (entitled "Anticipated Zoning Exceptions") and set forth in Exhibit F of the Westerly Development Plan (also entitled "Anticipated Zoning Exceptions"), with such changes as the Director of the Authority, in his discretion, shall determine to be necessary or desirable, his taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; which approvals are

recommended by the Authority provided that the Commission will have adopted a Map Amendment designating the land involved as an B-2-D zoning district. The Authority hereby authorizes the Director of the Authority to certify to the Commission and the Board of Appeal that said exceptions requested on appeal are in conformity with the PDA Master Plan and the applicable Development Plan. Pursuant to Section 6A-1 of the Code, such exceptions relate to work in a planned development area of not less than 5 acres and, therefore, shall not lapse and become null and void provided, within two years after the record of the Board of Appeal's proceedings pertaining thereto is filed with the Building Commissioner pursuant to Section 8 of Chapter 665 of the Acts of 1956, the Authority files with the Building Commissioner a certificate that work within the planned development area has commenced and is diligently proceeding, and provided further that the Authority does not thereafter file with the Building Commissioner a certificate that such work is not diligently proceeding; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Building Commissioner pursuant to Section 6A-1 of the Code that work within the planned development area has commenced and is diligently proceeding, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby approves the Schematic Design for the area which is the subject of the Easterly Development Plan and for the area that is the subject of the Westerly Development Plan (as set forth on the documents listed on Exhibit F to the Cooperation Agreement attached hereto as Exhibit V) and the Design Development for the area which is the subject of the Easterly Development Plan (as set forth on the documents listed on Exhibit G to the Cooperation Agreement attached hereto as Exhibit V) (except that, with regard to the Schematic Design for the area that is the subject of the Westerly Development Plan, the parking spaces between the tennis courts and the existing Armory, as shown on the site plans, are subject to further review in Design Development to be discussed with the Authority); and further

That the Authority hereby authorizes the Director of the Authority to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with Development Plans are in conformity with the approved PDA Master Plan and the applicable Development Plan, his

certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Development complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That, pursuant to Section 27F-14(4) of the Code, the Authority hereby approves as the Transportation Access Plan for the area that is the subject of the PDA Master Plan the report included as chapter 4 in the document entitled "Draft Environmental Impact Report, E.O.E.A. #6646, 899-925 Commonwealth Avenue, Boston, MA" dated December, 1989; and further

That, pursuant to Section 27F-12 of the Code, the Authority hereby confirms its approval as the Institutional Master Plan for Boston University the document entitled "Boston University, Charles River Campus Master Plan - 1986-1996.

Attachments:

- Exhibit I: PDA Master Plan
- Exhibit II: Easterly Development Plan
- Exhibit III: Westerly Development Plan
- Exhibit IV: Development Impact Project Agreement
- Exhibit V: Cooperation Agreement

EXHIBIT I
to Board Resolutions

(exhibit begins on next page)

BOSTON REDEVELOPMENT AUTHORITY
MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 38

899-925 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Planned Development Area Master Plan and Development Impact Project Plan ("Plan"): Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), pursuant to an agreement entitled "Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University" dated December 1, 1984 between the University and the City (the "1984 Agreement"), and pursuant to Section 13 of the Land Disposition Agreement dated February 10, 1987 between the Commonwealth of Massachusetts, acting by and through the Deputy Commissioner of the Division of Capital Planning and Operations, and the University recorded with Suffolk County Registry of Deeds in Book 13396, Page 13 (the "Land Disposition Agreement"), this Plan constitutes a Planned Development Area Master Plan and sets forth a statement of the development concept for the development of a 10.19+ acre site at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts (the "Property" or the "Site"), including the planning objectives and character of the development, the proposed uses of the area and the structures, the densities, the range of dimensional requirements contemplated for each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction

(the "Project" or "Projects"). This Plan is also intended to satisfy the requirements of Article 26 and Article 26B of the Code regarding Development Impact Project Plans. Two or more Planned Development Area Development Plans ("PDA Development Plans") will be submitted providing more specific information about the various Projects and components thereof.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University" or "Boston University").

Location and Description of Property: The Property consists of two contiguous parcels of land containing approximately 443,875 square feet or approximately 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on the plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated August 25, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Planning Objectives and Character of Development: The objectives for the development of the Site are to increase the supply and improve the quality of student housing, to improve the athletic and recreational opportunities for the University community, to provide additional parking, to build complementary academic space and incidental or compatible retail and commercial uses and to improve the appearance and open spaces of the Site. These objectives are consistent with the Boston University Master Plan for the Charles River Campus dated January 1987 (the "University's Master Plan").

The Projects will involve the conversion of the Site to uses necessary to support the operation, management and functioning of the University and will also serve the larger community. Specifically, the University contemplates a mix of uses on the Site, which is planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses, open space and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Housing: Responding to the concerns of local residents and City of Boston officials regarding student housing, the University proposes to construct new undergraduate student housing in dormitory-style, apartment-style and/or suite-style units on the Site, thereby increasing the number of undergraduate students living on its campus. It is proposed that the dormitories and multi-family dwellings on the Site will contain a total of up to 2,300 bed spaces.

Recreational/Athletic Uses: Current plans call for addressing the athletic and recreational needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and Boston Redevelopment Authority ("BRA") and Boston Zoning Commission ("BZC") approval. Within the recreational/athletic facility, in addition to athletic activities, events may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

Traffic and Parking: Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use. Current plans provide for these structured parking spaces to be located below the plaza level. Vehicular access and egress to and from the Site is planned by means of Buick and Gaffney Streets.

Academic: The University's Master Plan calls for academic uses on the Site. The location of some educational/institutional

uses on the Site, including academic, research, and administrative uses, will compliment other uses on the Site. It is proposed that the amount of gross floor area dedicated to educational, institutional and office uses will be consistent with the range of dimensional requirements set forth on Table 1.

Commercial: Business and retail uses will be located on the Site, primarily to respond to the needs of the students, faculty and staff in the University's West Campus area. Such uses will also be available to the general public, as are other facilities such as those in the University's 700 Commonwealth Avenue (Warren Towers) property, and will be further specified when the PDA Development Plans are submitted for community review and BRA and BZC approval.

Open Space: The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Trees and other plantings will be used to soften the pedestrian environment of the Site. A variety of paving and landscape materials will be used to differentiate and enrich the pedestrian pathways throughout the Site.

Proposed Phasing of Construction: Construction is expected to begin on the easterly portion of the Site, containing approximately 2.5 acres (the "Easterly Development Area"), in early 1990. It is anticipated that the initial development of the Easterly Development Area will include approximately 1,200 bed spaces, up to 375 parking spaces and approximately 43,000 square feet of retail/commercial space. The remainder of the Site, containing approximately 7.7 acres (the "Westerly Development Area"), is to be used for athletic, recreational, office, academic and parking uses, among others. Concurrent with the development of the Easterly Development Area, the Westerly Development Area will be landscaped, including the construction of an overlook terrace in the southeasterly portion of the Westerly Development Area. The Easterly Development Area and the Westerly Development Area are shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass." dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. No new major construction is planned for the Westerly Development Area in the immediate future. It is anticipated that additional buildings will be constructed on the Westerly Development Area during the period 1991 to 2001. The University's ability to construct any given Project on the Site will depend upon the availability of funds and/or the Project's financial feasibility. Each Project on the Site may be funded or financed independently from other Projects, and the land on which

each Project is located may need to be considered as a separate zoning lot capable of being mortgaged and conveyed as such.

Proposed Uses of Area and Structures: The Projects are planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. Except for the parking use, the foregoing listing of categories of planned uses for the Site is derived from the general classifications of various uses or Use Items set forth in Section 8-7 of the Code. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Range of Dimensional Requirements: The buildings on the Site will contain up to a maximum of 1,468,000 square feet of gross floor area (calculated as described in the Code). Table 1 provides information on the gross floor area of various uses proposed in connection with the Projects.

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges</u> <u>(square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000
Educational/Institutional/ Educational and Insti- tutional Offices	90,000 - 100,000
Recreational/Athletic (up to 8,500 fixed and 1,500 non-permanent seats)	500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment and
Service Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with this Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA Development Plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA Development Plans.

Any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the BRA and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University currently intends that there be up to 25 multi-family dwelling units on the Easterly Development Area.

A building devoted primarily to non-University related office space will not be constructed on the Site.

Proposed Location, Appearance and Dimensions of Structures:
The Projects' buildings will be generally located along the perimeter of the Site. The location, massing and height of each building will be more particularly described and fixed in PDA Development Plan submissions as they are prepared. Exhibit D, attached for conceptual purposes only, presents one possible configuration or development scheme for the Site.

Certain dimensional limitations and design objectives will shape the character of the Projects. Buildings will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the

northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area.

Open Spaces and Landscaping: While the final siting of buildings will be established in PDA Development Plan submissions, this Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

Density and Zoning: The Property is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. This Plan provides for an FAR of 3.3 based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of approximately 443,875 square feet. As the Projects proceed, some components, analyzed separately, will have greater FARs.

The University anticipates that exceptions may be required from a number of Articles of the Code, including, among others: Article 8 (Regulation of Uses), Article 15 (Building Bulk), Article 16 (Building Height), Article 17 (Open Space), Article 18 (Front Yard), Article 19 (Side Yards), Article 20 (Rear Yard), Article 21 (Setbacks), Article 22 (Yards), Article 23 (Parking), Article 24 (Loading) and Article 27F (Allston-Brighton Interim Planning Overlay District). As designs are prepared and uses are determined, additional exceptions, permits and approvals may be needed.

Projected Number of Employees: It is estimated that the Projects will generate approximately 1,300 person years of construction work and that approximately 235 people will be employed at the Site when the Projects are completed.

Proposed Traffic Circulation: Vehicular access to and egress from the Site is expected to be on Buick and Gaffney Streets. Pedestrians will gain access to the interior of the Site from Commonwealth Avenue and Buick and Gaffney Streets. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Parking and Loading Facilities: Structured garage parking and interim open-air parking will be built on the Site to accommodate demand from the uses proposed for the Site as well as from other areas of the University and, possibly, surrounding neighbors.

Off-street parking facilities owned or controlled by the University will be utilized by the University to accommodate parking needs for the most intense use of the recreational/athletic facility. A traffic access plan has been generated to determine the transportation and parking needs associated with the development of the Site. Loading facilities will be constructed when and where necessary to serve the retail/commercial and other proposed uses at the Site.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Projects are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the

BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Public Benefits: The Projects are expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. By locating undergraduate students on the Property, the University will reduce the number of undergraduate students inhabiting housing units in neighborhoods near the University's campus. Reducing the number of students residing in these neighborhoods will respond to the specific concerns raised by neighborhood residents and City officials and will increase the number of available housing units.

From a financial and economic perspective, the Projects are expected to contribute significantly to Boston's economy by adding approximately 1,300 person years of construction work. It is also anticipated that approximately 235 people will be employed at the Site when the Projects are completed. With 12,700 employees, the University is the second largest private employer in Boston. The University will make payments in lieu of taxes for the Site as agreed in the 1984 Agreement and, to the extent required by law and not otherwise inconsistent with the Cooperation Agreement dated July 15, 1980 between the University and the City, pay real estate taxes on commercial portions of the Development. In addition, the University is developing a number of special programs that are geared to encourage community use of the recreational/athletic facility. These benefits will be further defined when plans for the recreational/athletic facility are developed.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Projects, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Projects, to the extent required by the DIP Agreement.

Attachments:

Exhibit A: Legal Description

Exhibit B: Plan entitled "Site Plan of Land 899-925
Commonwealth Avenue, Boston, Mass"

Exhibit C: Plan entitled "Easterly and Westerly Development
Areas 899-925 Commonwealth Avenue, Boston, Mass."

Exhibit D: Conceptual Plan

EXHIBIT A
to PDA Master Plan

(exhibit begins on next page)

SOUTHERLY by Commonwealth Avenue, 596.73 feet;

NORTHERLY by City Street, 763.15 feet;

NORTHEASTERLY by land of the Massachusetts Turnpike Authority, 763.15 feet and

EASTERLY by land of Trustees of Boston University, 471.40 feet;

Containing 141.875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. Deed of Boston Edison Company dated December 28, 1931, and recorded with Suffolk County Registry of Deeds in Book 9885, Page 747, and
- b. Deed of the Commonwealth to its successors dated January 6, 1937, and recorded with said Deeds in Book 11120, Page 9.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY by Commonwealth Avenue, 696.73 feet;
WESTERLY by Gaffney Street, 783.95 feet;
NORTHEASTERLY by land of the Massachusetts Turnpike
 Authority, 764.35 feet; and
EASTERLY by land of Trustees of Boston University,
 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Master Plan

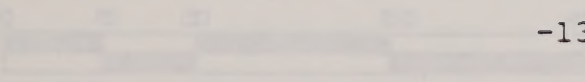
(exhibit begins on next page)



COMMONWEALTH AVENUE - 125.00' WIDE AVENUE



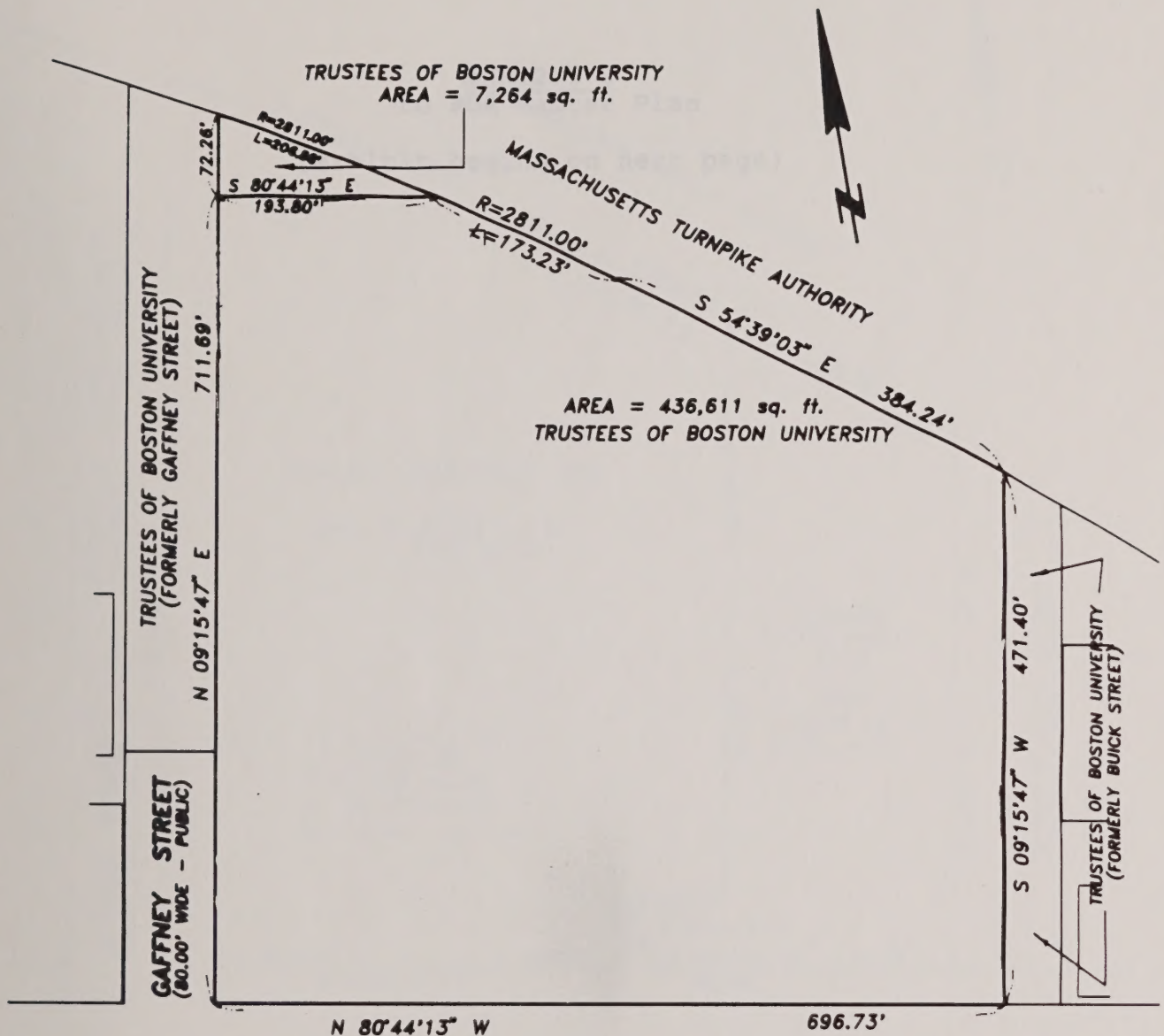
John J. Appeldate



SITE PLAN OF LAND
399-423 COMMONWEALTH AVENUE
BOSTON, MASS

SCALE 1"=150'
JERRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

AUGUST 25, 1989
LAND SURVEYING
BOSTON, MASS



Robert G. Applegate

SITE PLAN OF LAND
899-925 COMMONWEALTH AVENUE
BOSTON, MASS

AUGUST 25, 1989
LAND SURVEYORS
BOSTON, MASS

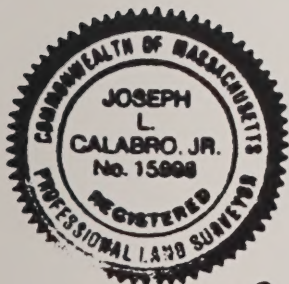
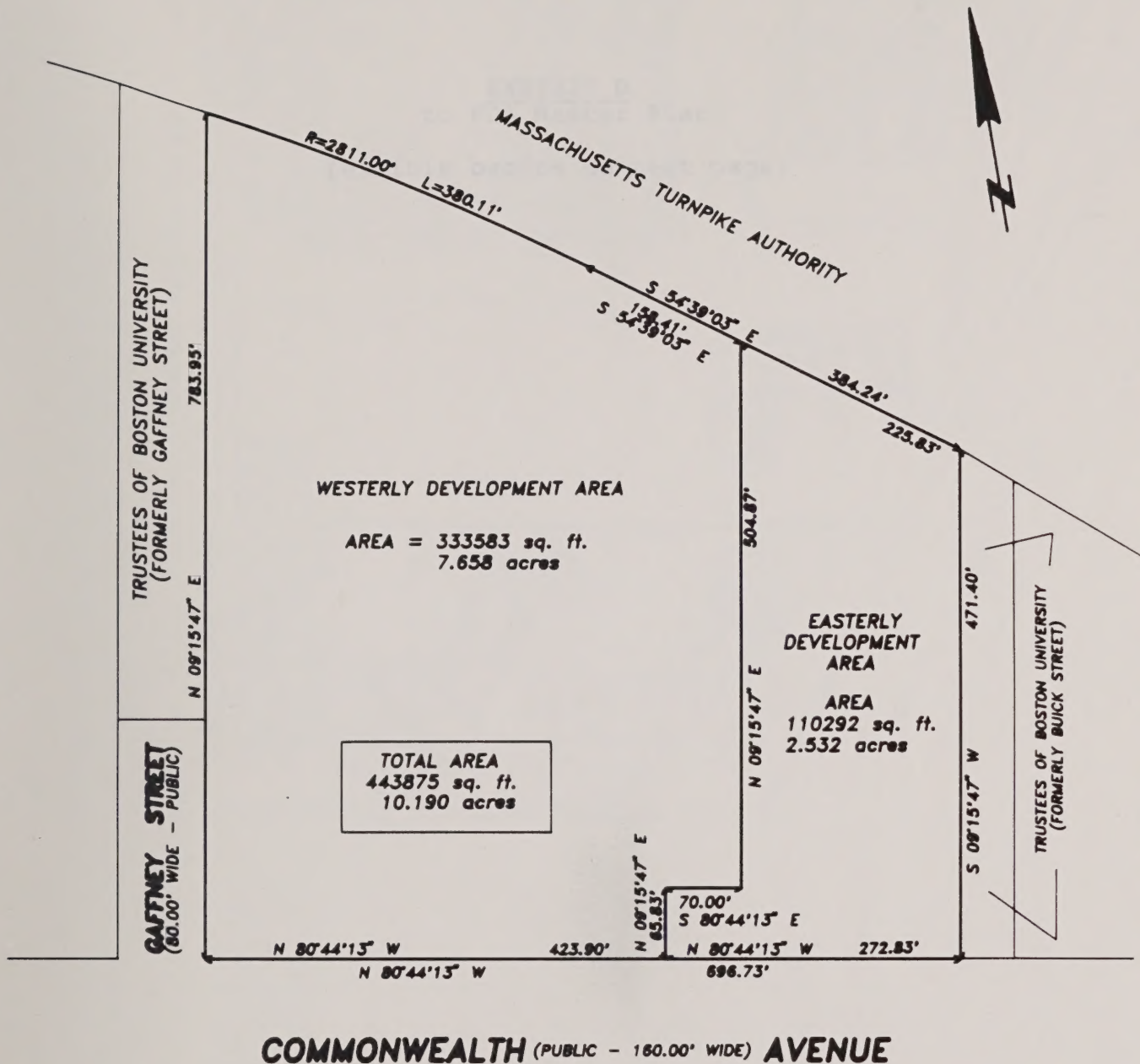
EXHIBIT C
to PDA Master Plan

(exhibit begins on next page)

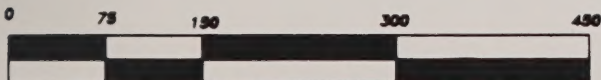


Joseph L. Calabrese

EASTERLY AND WESTERLY
DEVELOPMENT AREAS
800-812 COMMONWEALTH AVENUE
BOSTON, MASS.



Joseph L. Calabro, Jr.

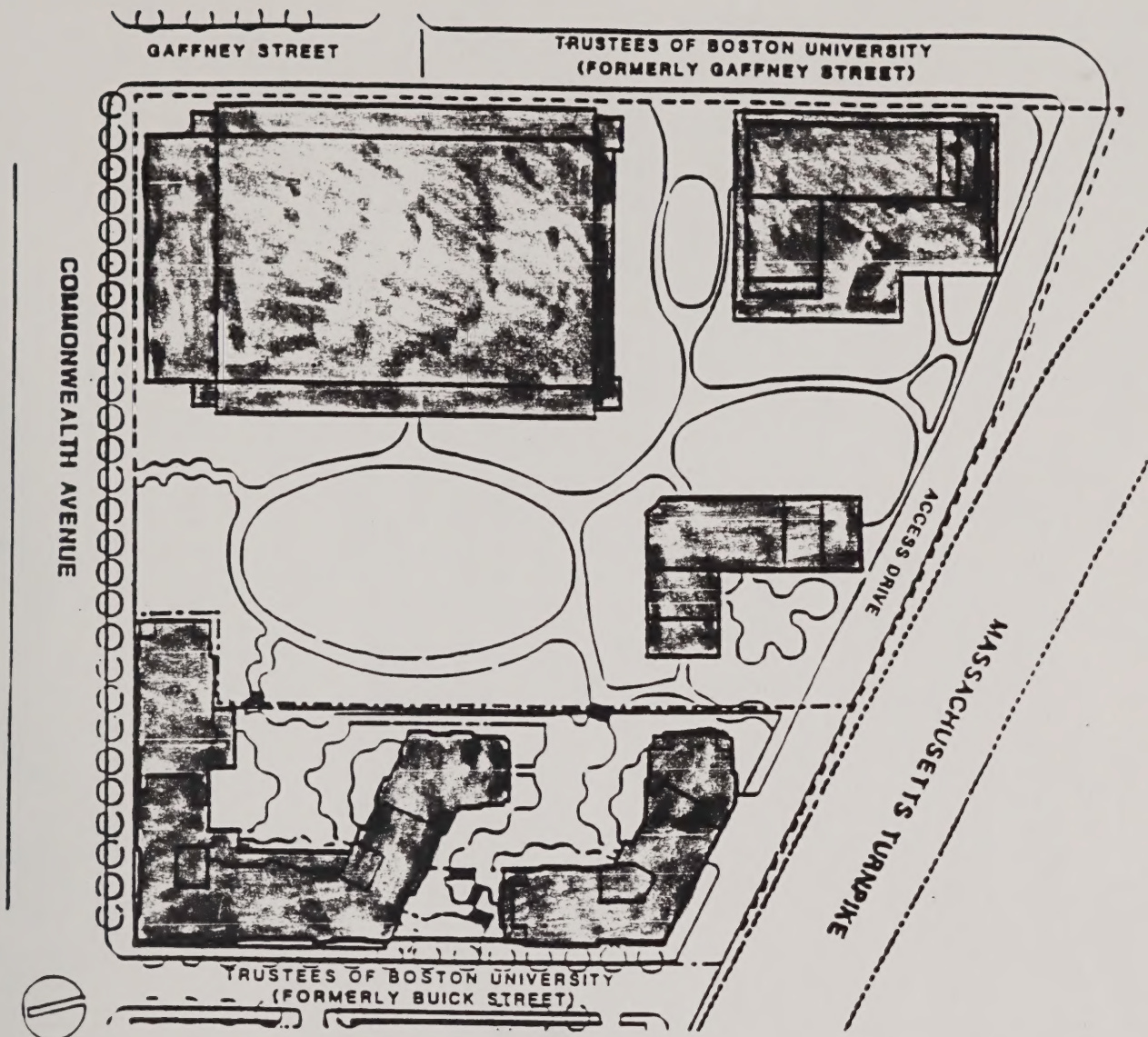


**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT D
to PDA Master Plan
(exhibit begins on next page)



For illustrative and conceptual purposes only; not intended to determine the location or dimensions of buildings.

EXHIBIT II
to Board Resolutions

(exhibit begins on next page)

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PLAN

FOR

EASTERN DEVELOPMENT AREA

PLANNED DEVELOPMENT AREA NO. 38

224 Commonwealth Avenue

Trustees of Boston University

January 25, 1968

Development Plan: On June 14, 1967, the Boston Redevelopment Authority (the "B.R.A."), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Study Plan for Planned Development Area No. 38 (the "PDA Master Plan") regarding the development of 224-226 Commonwealth Avenue, a site of approximately 10.3 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, the PDA Master Plan (the "Plan") sets forth information on the proposed development (the "Project") of the portion of the Site known as 224 Commonwealth Avenue (the "Eastern Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Eastern Development Area, tentative proposed traffic circulation, parking and loading facilities, access to public transportation and proposed fireplaces or structures. A separate PDA development plan is being submitted simultaneously for the 226 Commonwealth Avenue portion of the Site - as shown on the "Western Development Area." This Eastern Development Plan represents a stage in the planning process for the improvement of the Eastern Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the B.R.A. pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Eastern Development Plan. This Eastern Development Plan consists of a page of text plus attachments

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PLAN
for
EASTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

899 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Easterly Development Plan") sets forth information on the proposed development (the "Project") of that portion of the Site known as 899 Commonwealth Avenue (the "Easterly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Easterly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 925 Commonwealth Avenue portion of the Site - to be known as the "Westerly Development Area." This Easterly Development Plan represents a stage in the planning process for the improvement of the Easterly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Easterly Development Plan. This Easterly Development Plan consists of 4 pages of text plus attachments

designated Exhibits A through G. All references to this Easterly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Easterly Development Area: The Easterly Development Area consists of a parcel of land containing approximately 110,292 square feet or approximately 2.53 acres, located at 899 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("899 Commonwealth Avenue"), consisting of two components rising above the grade of Commonwealth Avenue. These above-grade components will be constructed above a common parking facility located below the grade of Commonwealth Avenue. The common parking facility may contain uses in addition to parking, including retail/commercial uses. The southerly above-grade component of 899 Commonwealth Avenue (the "Southerly Component") will front on Commonwealth Avenue and will be located in the southeasterly portion of the Site. The northerly above-grade component of 899 Commonwealth Avenue (the "Northerly Component") will front on Buick Street and will be located in the northeasterly portion of the Site. It is currently anticipated that 899 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations attached hereto as Exhibit E illustrate the general appearance of 899 Commonwealth Avenue. The final location, appearance, height and gross floor area of 899 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Easterly Development Area.

Proposed Open Spaces and Landscaping: Two courtyard areas are presently planned in connection with the Project. It is anticipated that these courtyards will be defined to the north, east and south by the facades of 899 Commonwealth Avenue. These courtyards will be landscaped with a variety of paving materials, lighting, decorative seating, fences, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include dormitories, multi-family dwellings, educational and other institutional uses, recreational/athletic uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Easterly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Easterly Development Plan provides for an FAR of 4.8 for the Easterly Development Area based upon the ratio of approximately 528,228 square feet of gross floor area of proposed development

(calculated as described in the Code) to the existing land area in the Easterly Development Area of approximately 110,292 square feet.

Proposed Traffic Circulation: Vehicular access to and egress from 899 Commonwealth Avenue is expected to be on Buick and Gaffney Streets. Current plans provide for an entrance to the parking garage to be located along the western side of 899 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Easterly Development Area will provide up to 375 parking spaces. The Project will include loading docks currently planned for the rear of 899 Commonwealth Avenue.

Access to Public Transportation: The Easterly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit C: Plan showing approximate location of 899 Commonwealth Avenue
- Exhibit D: Maximum Building Heights and Gross Floor Area
- Exhibit E: Elevations
- Exhibit F: Table of Proposed Uses
- Exhibit G: Anticipated Zoning Exceptions

(exhibit begins on next page)

-6-

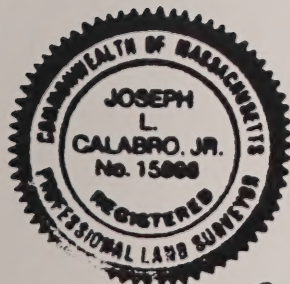
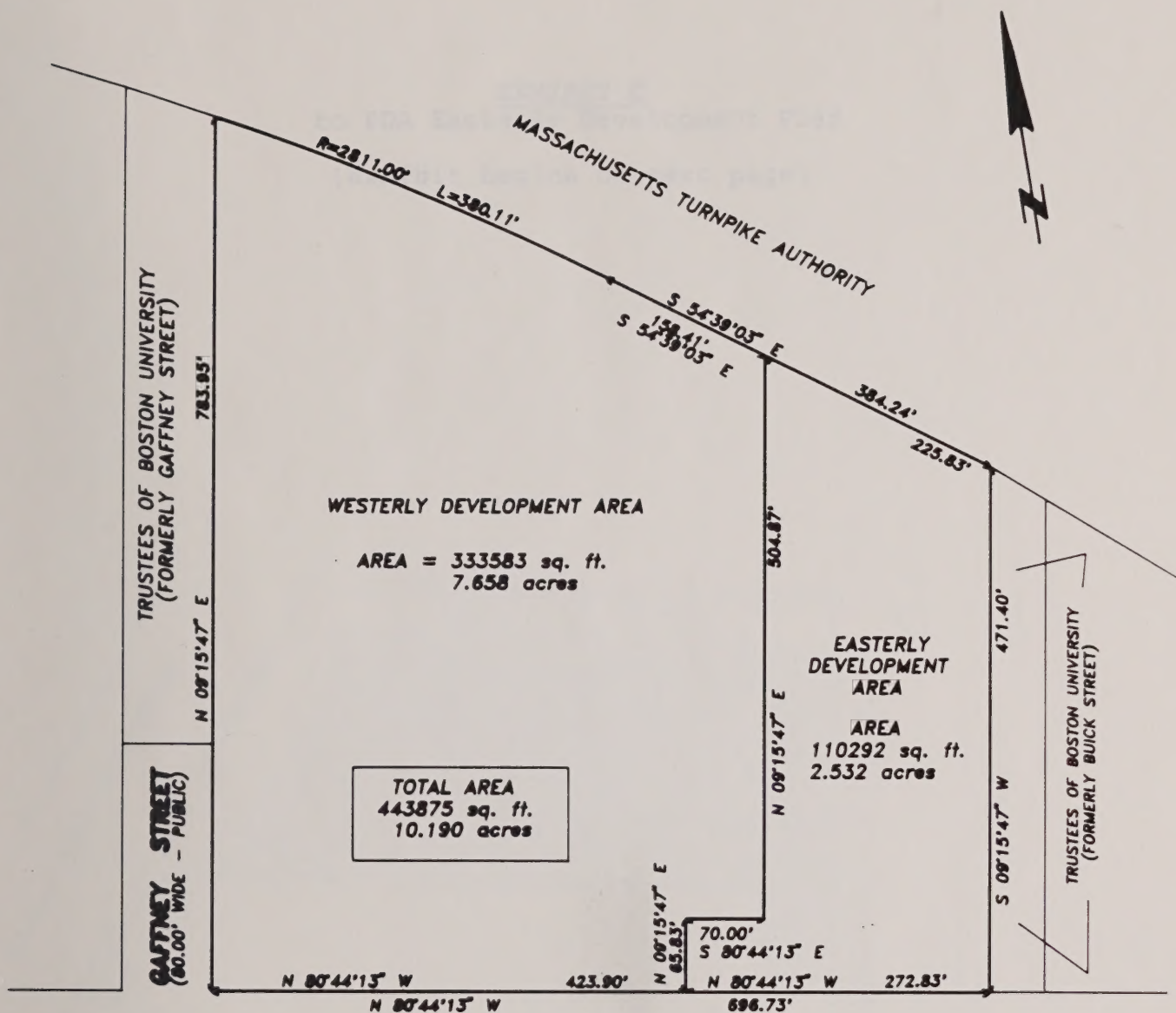
Exhibit A

Easterly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 110,292 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 272.83 feet;
WESTERLY, NORTHERLY and WESTERLY	by the Westerly Development Area, 65.83 feet, 70.00 feet and 504.87 feet, respectively;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 225.83 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

The above-described parcel is a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.



Joseph L. Calabro, Jr.



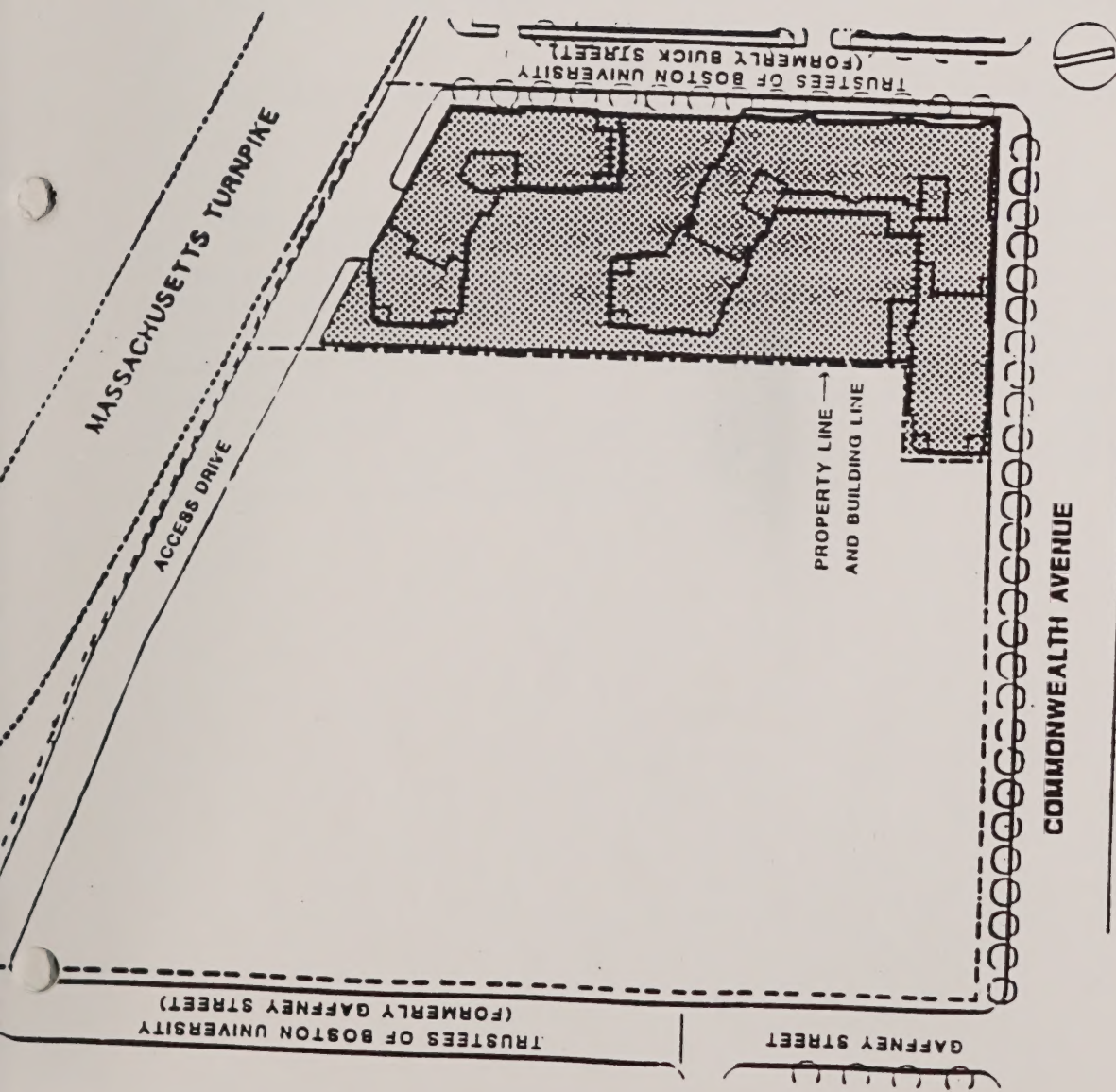
**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT C
to PDA Easterly Development Plan
(exhibit begins on next page)





KEY:  899 COMMONWEALTH AVENUE

11/30/89

EXHIBIT D
to PDA Easterly Development Plan

(exhibit begins on next page)

MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

	<u>Gross Floor Area Not to Exceed (square feet)</u>	<u>Height Not to Exceed (stories above 35 feet above City Base)</u>
895 Commonwealth Avenue	125,000	
Northern Component		12 stories
Southern Component		2 stories

The parking garage to be located in 895 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue at its south the Easterly Development Area. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 895 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Easterly Development Plan.

TO THE EASTERLY DEVELOPMENT PLAN
(continues from next page)

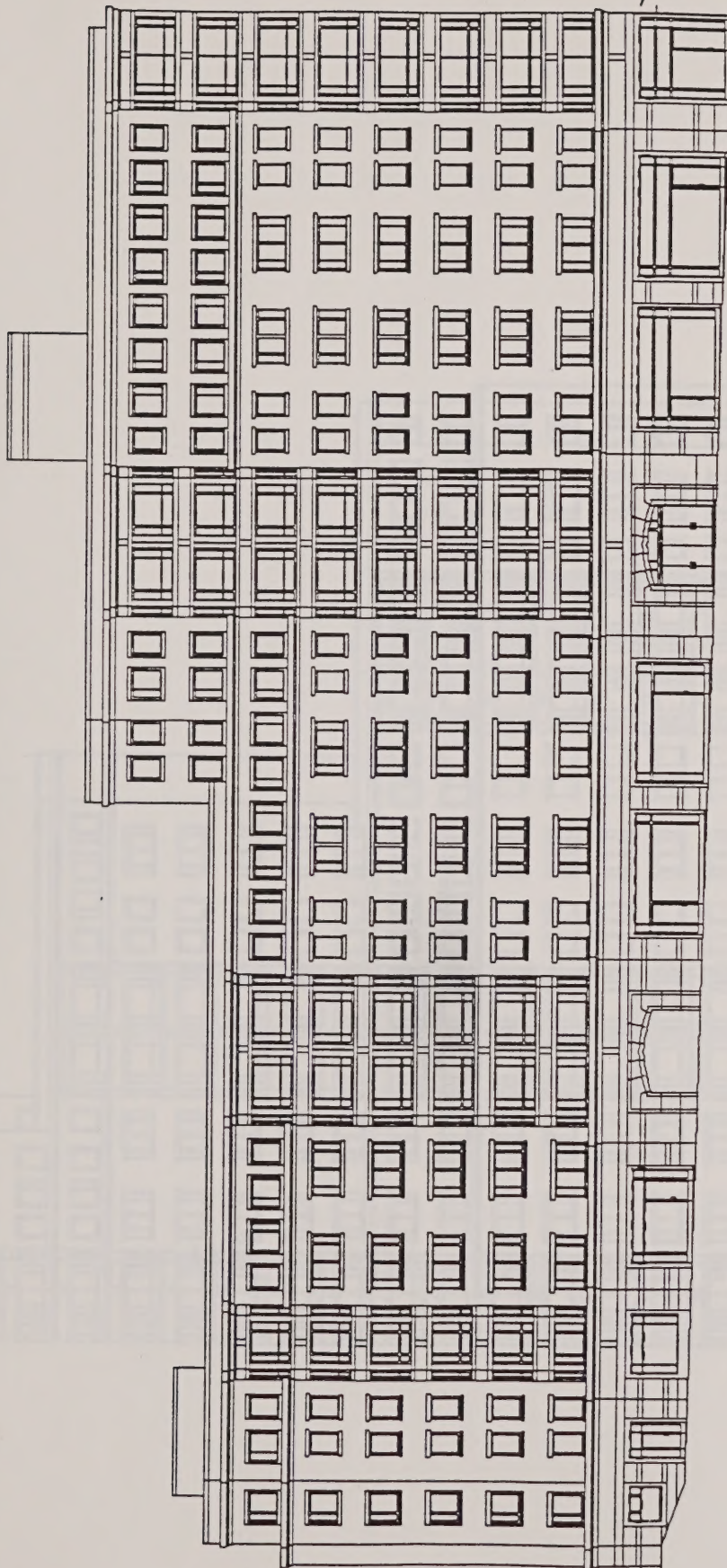
MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

	<u>Gross Floor Area Not to Exceed (square feet)</u>	<u>Height Not to Exceed (stories above 45 feet Boston City Base)</u>
899 Commonwealth Avenue	528,228	
Northern Component		18 stories
Southern Component		9 stories

The parking garage to be located in 899 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Easterly Development Area. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 899 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Easterly Development Plan.

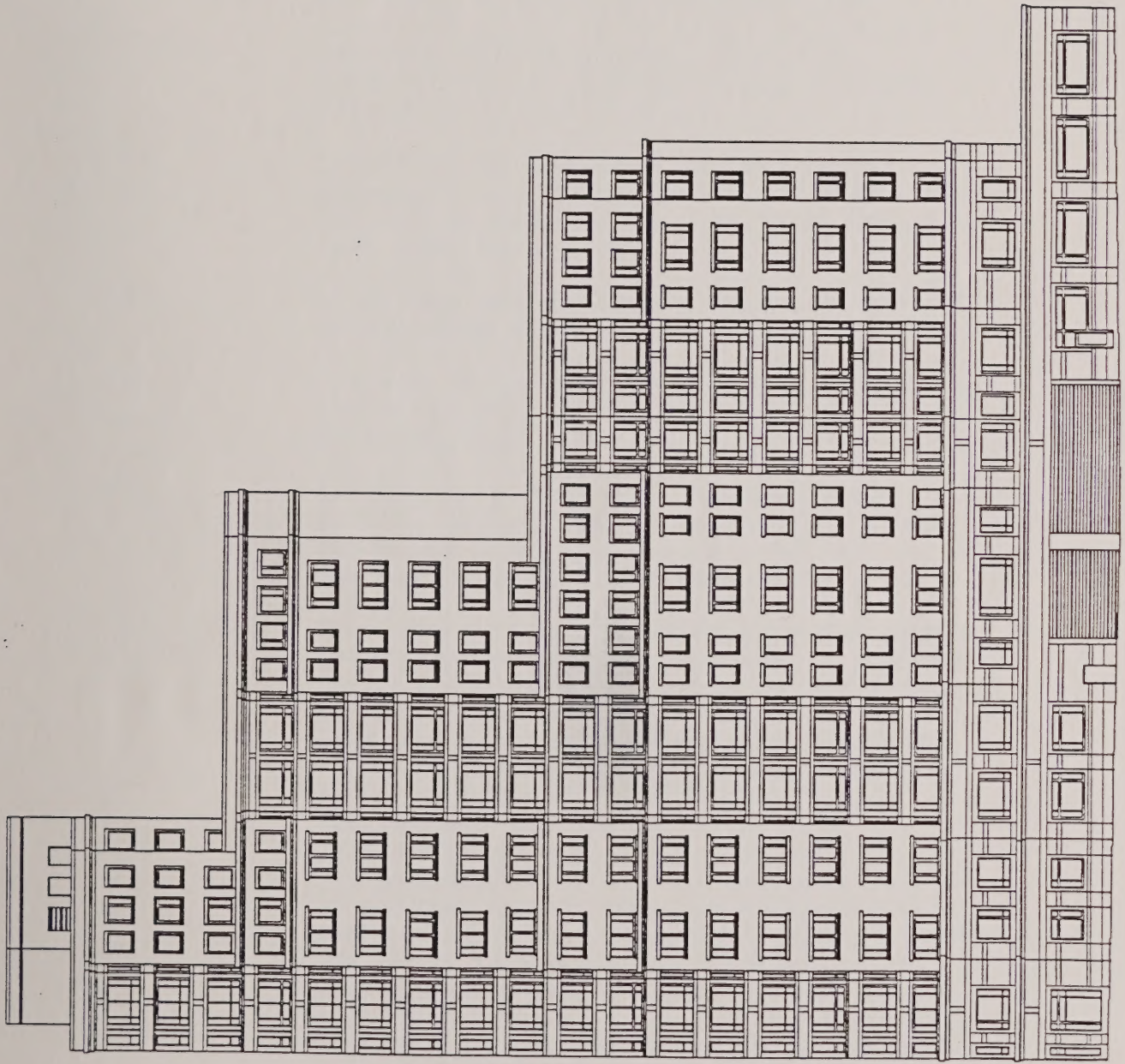
EXHIBIT E
to PDA Easterly Development Plan
(exhibit begins on next page)

SOUTH ELEVATION-COMMONWEALTH AVENUE
PDA 11/1/78



SOUTH ELEVATION-COMMONWEALTH AVENUE

Reduced from A310 11/6/89



NORTH ELEVATION-ACCESS ROAD
Reduced from A317 11/6/89

EXHIBIT F
to PDA Easterly Development Plan

USE NO. (exhibit begins on next page)

- 7 Building or group of buildings for occupancy by three or more families in separate dwelling units including detached houses without accessory uses specified in Use Item No. 7A
- 12 Dormitory on the same lot as, and accessory to, a use specified in Use Item No. 12A or Use Item No. 12B on a lot of less than three acres
- 13 Dormitory not accessory to a use specified in Use Item No. 12A or Use Item No. 12B
- 14A College or university granting degrees by authority of the Commonwealth of Massachusetts
- 14B Library or museum not conducted for profit, and accessory to, a use listed under use Item No. 12A, 12B, 12C, 12D, 12E, 12F, 12G, 12H, 12I, 12J, 12K, 12L, 12M, 12N, 12O, 12P, 12Q, 12R, 12S, 12T, 12U, 12V, 12W, 12X, 12Y, 12Z, 12AA, 12AB, 12AC, 12AD, 12AE, 12AF, 12AG, 12AH, 12AI, 12AJ, 12AK, 12AL, 12AM, 12AN, 12AO, 12AP, 12AQ, 12AR, 12AS, 12AT, 12AU, 12AV, 12AW, 12AX, 12AY, 12AZ, 12BA, 12BB, 12BC, 12BD, 12BE, 12BF, 12BG, 12BH, 12BI, 12BJ, 12BK, 12BL, 12BM, 12BN, 12BO, 12BP, 12BQ, 12BR, 12BS, 12BT, 12BU, 12BV, 12BW, 12BX, 12BY, 12BZ, 12CA, 12CB, 12CC, 12CD, 12CE, 12CF, 12CG, 12CH, 12CI, 12CJ, 12CK, 12CL, 12CM, 12CN, 12CO, 12CP, 12CQ, 12CR, 12CS, 12CT, 12CU, 12CV, 12CW, 12CX, 12CY, 12CZ, 12DA, 12DB, 12DC, 12DD, 12DE, 12DF, 12DG, 12DH, 12DI, 12DJ, 12DK, 12DL, 12DM, 12DN, 12DO, 12DP, 12DQ, 12DR, 12DS, 12DT, 12DU, 12DV, 12DW, 12DX, 12DY, 12DZ, 12EA, 12EB, 12EC, 12ED, 12EE, 12EF, 12EG, 12EH, 12EI, 12EJ, 12EK, 12EL, 12EM, 12EN, 12EO, 12EP, 12EQ, 12ER, 12ES, 12ET, 12EU, 12EV, 12EW, 12EX, 12EY, 12EZ, 12FA, 12FB, 12FC, 12FD, 12FE, 12FF, 12FG, 12FH, 12FI, 12FJ, 12FK, 12FL, 12FM, 12FN, 12FO, 12FP, 12FQ, 12FR, 12FS, 12FT, 12FU, 12FV, 12FW, 12FX, 12FY, 12FZ, 12GA, 12GB, 12GC, 12GD, 12GE, 12GF, 12GG, 12GH, 12GI, 12GJ, 12GK, 12GL, 12GM, 12GN, 12GO, 12GP, 12GQ, 12GR, 12GS, 12GT, 12GU, 12GV, 12GW, 12GX, 12GY, 12GZ, 12HA, 12HB, 12HC, 12HD, 12HE, 12HF, 12HG, 12HH, 12HI, 12HJ, 12HK, 12HL, 12HM, 12HN, 12HO, 12HP, 12HQ, 12HR, 12HS, 12HT, 12HU, 12HV, 12HW, 12HX, 12HY, 12HZ, 12IA, 12IB, 12IC, 12ID, 12IE, 12IF, 12IG, 12IH, 12II, 12IJ, 12IK, 12IL, 12IM, 12IN, 12IO, 12IP, 12IQ, 12IR, 12IS, 12IT, 12IU, 12IV, 12IW, 12IX, 12IY, 12IZ, 12JA, 12JB, 12JC, 12JD, 12JE, 12JF, 12JG, 12JH, 12JI, 12JJ, 12JK, 12JL, 12JM, 12JN, 12JO, 12JP, 12JQ, 12JR, 12JS, 12JT, 12JU, 12JV, 12JW, 12JX, 12JY, 12JZ, 12KA, 12KB, 12KC, 12KD, 12KE, 12KF, 12KG, 12KH, 12KI, 12KJ, 12KK, 12KL, 12KM, 12KN, 12KO, 12KP, 12KQ, 12KR, 12KS, 12KT, 12KU, 12KV, 12KW, 12KX, 12KY, 12KZ, 12LA, 12LB, 12LC, 12LD, 12LE, 12LF, 12LG, 12LH, 12LI, 12LJ, 12LK, 12LL, 12LM, 12LN, 12LO, 12LP, 12LQ, 12LR, 12LS, 12LT, 12LU, 12LV, 12LW, 12LX, 12LY, 12LZ, 12MA, 12MB, 12MC, 12MD, 12ME, 12MF, 12MG, 12MH, 12MI, 12MJ, 12MK, 12ML, 12MN, 12MO, 12MP, 12MQ, 12MR, 12MS, 12MT, 12MU, 12MV, 12MW, 12MX, 12MY, 12MZ, 12NA, 12NB, 12NC, 12ND, 12NE, 12NF, 12NG, 12NH, 12NI, 12NJ, 12NK, 12NL, 12NM, 12NN, 12NO, 12NP, 12NQ, 12NR, 12NS, 12NT, 12NU, 12NV, 12NW, 12NX, 12NY, 12NZ, 12OA, 12OB, 12OC, 12OD, 12OE, 12OF, 12OG, 12OH, 12OI, 12OJ, 12OK, 12OL, 12OM, 12ON, 12OO, 12OP, 12OQ, 12OR, 12OS, 12OT, 12OU, 12OV, 12OW, 12OX, 12OY, 12OZ, 12PA, 12PB, 12PC, 12PD, 12PE, 12PF, 12PG, 12PH, 12PI, 12PJ, 12PK, 12PL, 12PM, 12PN, 12PO, 12PP, 12PQ, 12PR, 12PS, 12PT, 12PU, 12PV, 12PW, 12PX, 12PY, 12PZ, 12QA, 12QB, 12QC, 12QD, 12QE, 12QF, 12QG, 12QH, 12QI, 12QJ, 12QK, 12QL, 12QM, 12QN, 12QO, 12QP, 12QQ, 12QR, 12QS, 12QT, 12QU, 12QV, 12QW, 12QX, 12QY, 12QZ, 12RA, 12RB, 12RC, 12RD, 12RE, 12RF, 12RG, 12RH, 12RI, 12RJ, 12RK, 12RL, 12RM, 12RN, 12RO, 12RP, 12RQ, 12RR, 12RS, 12RT, 12RU, 12RV, 12RW, 12RX, 12RY, 12RZ, 12SA, 12SB, 12SC, 12SD, 12SE, 12SF, 12SG, 12SH, 12SI, 12SJ, 12SK, 12SL, 12SM, 12SN, 12SO, 12SP, 12SQ, 12SR, 12SS, 12ST, 12SU, 12SV, 12SW, 12SX, 12SY, 12SZ, 12TA, 12TB, 12TC, 12TD, 12TE, 12TF, 12TG, 12TH, 12TI, 12TJ, 12TK, 12TL, 12TM, 12TN, 12TO, 12TP, 12TQ, 12TR, 12TS, 12TT, 12TU, 12TV, 12TW, 12TX, 12TY, 12TZ, 12UA, 12UB, 12UC, 12UD, 12UE, 12UF, 12UG, 12UH, 12UI, 12UJ, 12UK, 12UL, 12UM, 12UN, 12UO, 12UP, 12UQ, 12UR, 12US, 12UT, 12UU, 12UV, 12UW, 12UX, 12UY, 12UZ, 12VA, 12VB, 12VC, 12VD, 12VE, 12VF, 12VG, 12VH, 12VI, 12VJ, 12VK, 12VL, 12VM, 12VN, 12VO, 12VP, 12VQ, 12VR, 12VS, 12VT, 12VU, 12VV, 12VW, 12VX, 12VY, 12VZ, 12WA, 12WB, 12WC, 12WD, 12WE, 12WF, 12WG, 12WH, 12WI, 12WJ, 12WK, 12WL, 12WM, 12WN, 12WO, 12WP, 12WQ, 12WR, 12WS, 12WT, 12WU, 12WV, 12WW, 12WX, 12WY, 12WZ, 12XA, 12XB, 12XC, 12XD, 12XE, 12XF, 12XG, 12XH, 12XI, 12XJ, 12XK, 12XL, 12XM, 12XN, 12XO, 12XP, 12XQ, 12XR, 12XS, 12XT, 12XU, 12XV, 12XW, 12XX, 12XY, 12XZ, 12YA, 12YB, 12YC, 12YD, 12YE, 12YF, 12YG, 12YH, 12YI, 12YJ, 12YK, 12YL, 12YM, 12YN, 12YO, 12YP, 12YQ, 12YR, 12YS, 12YT, 12YU, 12YV, 12YW, 12YX, 12YY, 12YZ, 12ZA, 12ZB, 12ZC, 12ZD, 12ZE, 12ZF, 12ZG, 12ZH, 12ZI, 12ZJ, 12ZK, 12ZL, 12ZM, 12ZN, 12ZO, 12ZP, 12ZQ, 12ZR, 12ZS, 12ZT, 12ZU, 12ZV, 12ZW, 12ZX, 12ZY, 12ZZ, 12AA, 12AB, 12AC, 12AD, 12AE, 12AF, 12AG, 12AH, 12AI, 12AJ, 12AK, 12AL, 12AM, 12AN, 12AO, 12AP, 12AQ, 12AR, 12AS, 12AT, 12AU, 12AV, 12AW, 12AX, 12AY, 12AZ, 12BA, 12BB, 12BC, 12BD, 12BE, 12BF, 12BG, 12BH, 12BI, 12BJ, 12BK, 12BL, 12BM, 12BN, 12BO, 12BP, 12BQ, 12BR, 12BS, 12BT, 12BU, 12BV, 12BW, 12BX, 12BY, 12BZ, 12CA, 12CB, 12CC, 12CD, 12CE, 12CF, 12CG, 12CH, 12CI, 12CJ, 12CK, 12CL, 12CM, 12CN, 12CO, 12CP, 12CQ, 12CR, 12CS, 12CT, 12CU, 12CV, 12CW, 12CX, 12CY, 12CZ, 12DA, 12DB, 12DC, 12DD, 12DE, 12DF, 12DG, 12DH, 12DI, 12DJ, 12DK, 12DL, 12DM, 12DN, 12DO, 12DP, 12DQ, 12DR, 12DS, 12DT, 12DU, 12DV, 12DW, 12DX, 12DY, 12DZ, 12EA, 12EB, 12EC, 12ED, 12EE, 12EF, 12EG, 12EH, 12EI, 12EJ, 12EK, 12EL, 12EM, 12EN, 12EO, 12EP, 12EQ, 12ER, 12ES, 12ET, 12EU, 12EV, 12EW, 12EX, 12EY, 12EZ, 12FA, 12FB, 12FC, 12FD, 12FE, 12FF, 12FG, 12FH, 12FI, 12FJ, 12FK, 12FL, 12FM, 12FN, 12FO, 12FP, 12FQ, 12FR, 12FS, 12FT, 12FU, 12FV, 12FW, 12FX, 12FY, 12FZ, 12GA, 12GB, 12GC, 12GD, 12GE, 12GF, 12GG, 12GH, 12GI, 12GJ, 12GK, 12GL, 12GM, 12GN, 12GO, 12GP, 12GQ, 12GR, 12GS, 12GT, 12GU, 12GV, 12GW, 12GX, 12GY, 12GZ, 12HA, 12HB, 12HC, 12HD, 12HE, 12HF, 12HG, 12HH, 12HI, 12HJ, 12HK, 12HL, 12HM, 12HN, 12HO, 12HP, 12HQ, 12HR, 12HS, 12HT, 12HU, 12HV, 12HW, 12HX, 12HY, 12HZ, 12IA, 12IB, 12IC, 12ID, 12IE, 12IF, 12IG, 12IH, 12II, 12IJ, 12IK, 12IL, 12IM, 12IN, 12IO, 12IP, 12IQ, 12IR, 12IS, 12IT, 12IU, 12IV, 12IW, 12IX, 12IY, 12IZ, 12JA, 12JB, 12JC, 12JD, 12JE, 12JF, 12JG, 12JH, 12JI, 12JJ, 12JK, 12JL, 12JM, 12JN, 12JO, 12JP, 12JQ, 12JR, 12JS, 12JT, 12JU, 12JV, 12JW, 12JX, 12JY, 12JZ, 12KA, 12KB, 12KC, 12KD, 12KE, 12KF, 12KG, 12KH, 12KI, 12KJ, 12KK, 12KL, 12KM, 12KN, 12KO, 12KP, 12KQ, 12KR, 12KS, 12KT, 12KU, 12KV, 12KW, 12KX, 12KY, 12KZ, 12LA, 12LB, 12LC, 12LD, 12LE, 12LF, 12LG, 12LH, 12LI, 12LJ, 12LK, 12LM, 12LN, 12LO, 12LP, 12LQ, 12LR, 12LS, 12LT, 12LU, 12LV, 12LW, 12LX, 12LY, 12LZ, 12MA, 12MB, 12MC, 12MD, 12ME, 12MF, 12MG, 12MH, 12MI, 12MJ, 12MK, 12ML, 12MN, 12MO, 12MP, 12MQ, 12MR, 12MS, 12MT, 12MU, 12MV, 12MW, 12MX, 12MY, 12MZ, 12NA, 12NB, 12NC, 12ND, 12NE, 12NF, 12NG, 12NH, 12NI, 12NJ, 12NK, 12NL, 12NM, 12NN, 12NO, 12NP, 12NQ, 12NR, 12NS, 12NT, 12NU, 12NV, 12NW, 12NX, 12NY, 12NZ, 12OA, 12OB, 12OC, 12OD, 12OE, 12OF, 12OG, 12OH, 12OI, 12OJ, 12OK, 12OL, 12OM, 12ON, 12OO, 12OP, 12OQ, 12OR, 12OS, 12OT, 12OU, 12OV, 12OW, 12OX, 12OY, 12OZ, 12PA, 12PB, 12PC, 12PD, 12PE, 12PF, 12PG, 12PH, 12PI, 12PJ, 12PK, 12PL, 12PM, 12PN, 12PO, 12PP, 12PQ, 12PR, 12PS, 12PT, 12PU, 12PV, 12PW, 12PX, 12PY, 12PZ, 12QA, 12QB, 12QC, 12QD, 12QE, 12QF, 12QG, 12QH, 12QI, 12QJ, 12QK, 12QL, 12QM, 12QN, 12QO, 12QP, 12QQ, 12QR, 12QS, 12QT, 12QU, 12QV, 12QW, 12QX, 12QY, 12QZ, 12RA, 12RB, 12RC, 12RD, 12RE, 12RF, 12RG, 12RH, 12RI, 12RJ, 12RK, 12RL, 12RM, 12RN, 12RO, 12RP, 12RQ, 12RR, 12RS, 12RT, 12RU, 12RV, 12RW, 12RX, 12RY, 12RZ, 12SA, 12SB, 12SC, 12SD, 12SE, 12SF, 12SG, 12SH, 12SI, 12SJ, 12SK, 12SL, 12SM, 12SN, 12SO, 12SP, 12SQ, 12SR, 12SS, 12ST, 12SU, 12SV, 12SW, 12SX, 12SY, 12SZ, 12TA, 12TB, 12TC, 12TD, 12TE, 12TF, 12TG, 12TH, 12TI, 12TJ, 12TK, 12TL, 12TM, 12TN, 12TO, 12TP, 12TQ, 12TR, 12TS, 12TT, 12TU, 12TV, 12TW, 12TX, 12TY, 12TZ, 12UA, 12UB, 12UC, 12UD, 12UE, 12UF, 12UG, 12UH, 12UI, 12UJ, 12UK, 12UL, 12UM, 12UN, 12UO, 12UP, 12UQ, 12UR, 12US, 12UT, 12UU, 12UV, 12UW, 12UX, 12UY, 12UZ, 12VA, 12VB, 12VC, 12VD, 12VE, 12VF, 12VG, 12VH, 12VI, 12VJ, 12VK, 12VL, 12VM, 12VN, 12VO, 12VP, 12VQ, 12VR, 12VS, 12VT, 12VU, 12VV, 12VW, 12VX, 12VY, 12VZ, 12WA, 12WB, 12WC, 12WD, 12WE, 12WF, 12WG, 12WH, 12WI, 12WJ, 12WK, 12WL, 12WM, 12WN, 12WO, 12WP, 12WQ, 12WR, 12WS, 12WT, 12WU, 12WV, 12WW, 12WX, 12WY, 12WZ, 12XA, 12XB, 12XC, 12XD, 12XE, 12XF, 12XG, 12XH, 12XI, 12XJ, 12XK, 12XL, 12XM, 12XN, 12XO, 12XP, 12XQ, 12XR, 12XS, 12XT, 12XU, 12XV, 12XW, 12XX, 12XY, 12XZ, 12YA, 12YB, 12YC, 12YD, 12YE, 12YF, 12YG, 12YH, 12YI, 12YJ, 12YK, 12YL, 12YM, 12YN, 12YO, 12YP, 12YQ, 12YR, 12YS, 12YT, 12YU, 12YV, 12YW, 12YX, 12YY, 12YZ, 12ZA, 12ZB, 12ZC, 12ZD, 12ZE, 12ZF, 12ZG, 12ZH, 12ZI, 12ZJ, 12ZK, 12ZL, 12ZM, 12ZN, 12ZO, 12ZP, 12ZQ, 12ZR, 12ZS, 12ZT, 12ZU, 12ZV, 12ZW, 12ZX, 12ZY, 12ZZ
- 14 State primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 12A,

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
7	Building or group of buildings for occupancy by three or more families in separate dwelling units including apartment hotel without accessory uses specified in Use Item No. 78
12	Dormitory on the same lot as, and accessory to, a use specified in Use Item No. 16A or Use Item No. 18 on a lot of less than three acres
13	Dormitory not accessory to a use specified in Use Item No. 16A or Use Item No. 18
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
20A	Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
34	Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A,

including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances

- 35 Furniture store, general merchandise mart, or other store serving primarily the community and surrounding neighborhoods, including accessory storage
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles
- 37A The maintenance and operation of any amusement game machine in a private club, dormitory, fraternity or sorority house, or similar non-commercial establishment (other than as an accessory use described in Use Item No. 86a)
- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as

- accessory use described in Use Item No. 86b or 86c); provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use
- 40 Real estate, insurance or other agency office
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use
- 44 Tailor shop; hand laundry; dry-cleaning shop
- 59 Parking garage
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, news-stand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building
- 79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use
- 86a As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines in a private club, dormitory, fraternity or sorority house, or similar noncommercial use

EXHIBIT G
to PDA Easterly Development Plan
(exhibit begins on next page)

See Item Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

<u>Article</u>	<u>Requirement</u>	<u>Proposed</u>
15	Front Area Setback	5.0'
16	Maximum Height	3-1 stories/ 35'
17	Front Yard Requirement	none
18	Side Yard Requirement	East - 25.75' West - 25'
19	Rear Yard	0
20	Minimum Setback of Garage	North - 27.34' South - 2.41' East - 24.17' West - 24.42' East - 24.42' West - 24.42'
21	Off-Street Parking	100
22	Off-Street Loading	1
23	Abandon-Brighton Historic Planning Overlay District	

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 12, 13, 16A, 20A, 34, 35, 36A, 44, 71, 79, 85, 86a

<u>Article</u>		<u>Requirements</u>	<u>Proposed</u>
15	Floor Area Ratio	2.0	4.8
16	Maximum Height	2- $\frac{1}{2}$ stories/ 35'	18 stories/ 195'
18	Front Yard Requirement	15'	none
19	Side Yard Requirement	East - 26.70' West - 20'	East - none West - none
20	Rear Yards	30'	0
21	Minimum Setback of Parapet	North - 57.36' South - 3.61' East - 44.13' 49.48' West - 18.42' 21.53' 24.12'	North - none South - none East - none West - none
23	Off-Street Parking	1,408	320
24	Off-Street Loading	6	3
27F	Allston-Brighton Interim Planning Overlay District		

EXHIBIT III
to Board Resolutions

(exhibit begins on next page)

DEVELOPMENT PLAN
FOR
WESTERLY DEVELOPMENT AREA
OF
PLANNED DEVELOPMENT AREA NO. 32

915 Commonwealth Avenue

Trustees of Boston University

January 25, 1969

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 32 (the "PDA Master Plan") regarding the development of 828-875 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Westerly Development Plan") sets forth information on the proposed development and use (the "Project") of that portion of the Site known as 825 Commonwealth Avenue (the "Westerly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Westerly Development Area, design, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 875 Commonwealth Avenue portion of the Site - to be known as the "Easterly Development Area." This Westerly Development Plan represents a stage in the planning process for the improvement of the Westerly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Westerly Development Plan. This Westerly Development Plan consists of 5 pages of text plus attachments designated Exhibits A through E. All references to this Westerly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through E are subject to final

BOSTON REDEVELOPMENT AUTHORITY
DEVELOPMENT PLAN
for
WESTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

925 Commonwealth Avenue

Trustees of Boston University

January 25, 1989

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Westerly Development Plan") sets forth information on the proposed development and use (the "Project") of that portion of the Site known as 925 Commonwealth Avenue (the "Westerly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Westerly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 899 Commonwealth Avenue portion of the Site - to be known as the "Easterly Development Area." This Westerly Development Plan represents a stage in the planning process for the improvement of the Westerly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Westerly Development Plan. This Westerly Development Plan consists of 5 pages of text plus attachments designated Exhibits A through F. All references to this Westerly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through F are subject to final

design, environmental and other development review by the BRA and by other governmental agencies and authorities.

This Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, as described in and consistent with the PDA Master Plan, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area. When financing or funding, programming, planning, design and other requirements have been finalized or satisfied with regard to such construction, it is expected that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and Boston Zoning Commission ("BZC") approval.

Developer: Trustees of Boston University, a Massachusetts non-profit, educational corporation, its successors and assigns (the "University").

Location and Description of Westerly Development Area: The Westerly Development Area consists of a parcel of land containing approximately 333,583 square feet or approximately 7.66 acres located at 925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: The current locations of the buildings on the Westerly Development Area are shown on a plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass.", dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. Except for the planned demolition of some or all of the structures on the Westerly Development Area, as described in more detail below, the location and appearance of the buildings on the Westerly Development Area are not expected to change in any material respect in the immediate future.

As stated above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is currently anticipated that certain of the existing structures will be demolished, as depicted on the plan attached hereto as Exhibit C. Certain other structures currently located on the Westerly Development Area, also depicted on Exhibit C, may be demolished as well. Following any required governmental reviews and approvals, and following the demolition of certain buildings, tennis courts covered with air structures to allow use all year around may be constructed in the northerly portion of the Westerly Development Area.

Proposed Open Spaces and Landscaping: A large portion of the Westerly Development Area will remain open for surface parking, pedestrian walkways and recreational/athletic uses. Landscaping on the Westerly Development Area will be integrated and harmonious with the landscaping of the Easterly Development Area so as to visually unify the Site. Trees and other plantings will be used to soften the pedestrian environment. A variety of paving and landscape materials will be used to differentiate and enrich the paths and walkways throughout the Westerly Development Area. An overlook terrace will be constructed in the southeasterly portion of the Westerly Development Area. The plan attached hereto as Exhibit D depicts certain aspects of the open spaces and landscaping currently proposed for the Westerly Development Area.

As noted above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. When completed, the subsequent development of the Westerly Development Area will include an open space of not less than two acres with access to such open space provided from Commonwealth Avenue. Provision for this open space will be made in the appropriate development plan or plans for the Westerly Development Area.

Proposed Uses of the Area: The Project is planned to include educational institutional uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the forgoing uses, including driveways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit E attached hereto. Prior to any rehabilitation or replacement thereof pursuant to a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan, the existing Armory structure located on the Westerly Development Area shall not be used for any non-University related events with the number of attendees expected to exceed 2,000 except for recreational or athletic uses by children of primary and secondary school age and commencements and other functions of other educational institutions.

Proposed Dimensions of Structures: As stated earlier, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is anticipated that those structures that are not demolished will generally retain their present dimensions. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of

the Code. Exhibit F attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Westerly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Westerly Development Plan provides for an FAR for the Westerly Development Area of less than the 2.0 permitted as-of-right under the Code.

As noted above, it is anticipated that subsequent construction will be undertaken on the Westerly Development Area, in addition to the development proposed in connection with this Westerly Development Plan, and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. Because the PDA Master Plan provides for an overall FAR of 3.3 for the Site (based upon the construction of up to 1,468,000 square feet of gross floor area), any PDA development plan or plans for the Westerly Development Area will not provide for construction on the Westerly Development Area in a manner that would cause the FAR for the Site to exceed 3.3 or the number of square feet of gross floor area on the Site (calculated as described in the Code) to exceed 1,468,000.

Proposed Traffic Circulation: Gaffney and Buick Streets will continue to allow vehicles access and egress to the Site. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Proposed Parking and Loading Facilities: The Westerly Development Area will provide up to 155 surface parking spaces. Off-street grade-access service areas, including loading bays, will also be provided on the Westerly Development Area.

Access to Public Transportation: The Westerly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

PDA Master Plan: The Westerly Development Area shall be developed in a manner consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Corporation Agreement for the Site, as modified by such Cooperation Agreement.

Exhibit B: Table of Proposed Uses

Exhibit F: Anticipated Zoning Exceptions

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit C: Plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit D: Landscape Plan
- Exhibit E: Table of Proposed Uses
- Exhibit F: Anticipated Zoning Exceptions

EXHIBIT A
to PDA Westerly Development Plan
(exhibit begins on next page)

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the west side of Jeffrey Street in Boston, Massachusetts, being shown as a parcel containing 132.78 square feet on a plan entitled "Westerly and Westerly Development Areas 198-011 Commonwealth Avenue, Boston, Mass." dated October 17, 1966, prepared by Harry E. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 443.90 feet;
NORTHERLY	by Jeffrey Street, 711.45 feet;
EASTERLY	by land of the Massachusetts Turnpike Authority, 148.32 feet; and
WASTERLY, SOUTHERLY and EASTERLY	by the Westerly Development Area, 304.47 feet, 73.00 feet and 45.83 feet, respectively.

The above-described parcel includes:

- a. the premises conveyed to Trustees of Boston University by deed of Boston Union Company dated October 18, 1961 and recorded with Suffolk County Registry of Deeds in Book 9066, Page 247, and
- b. a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 2, 1967 and recorded with said Registry in Book 13376, Page 9.

Exhibit A

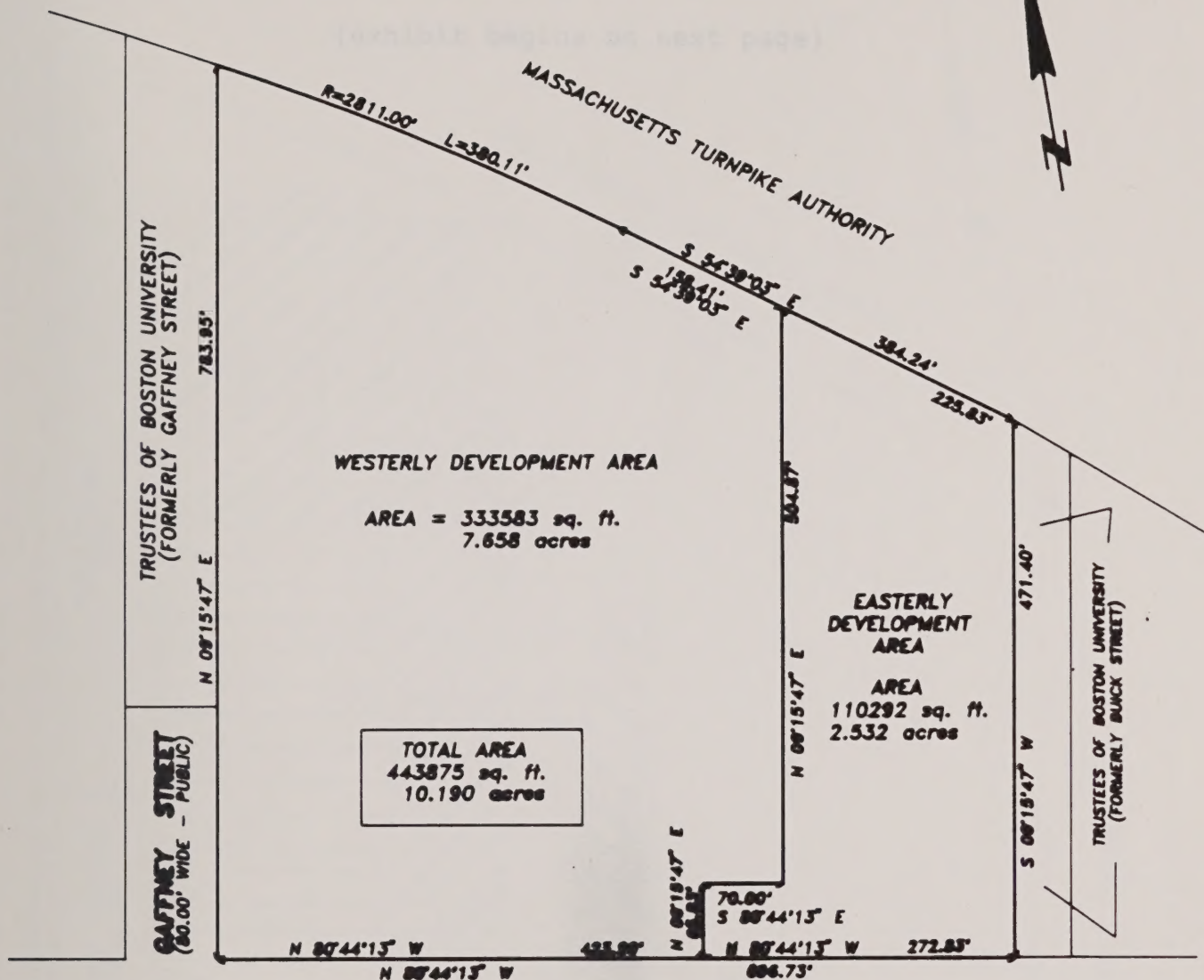
Westerly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 333,583 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

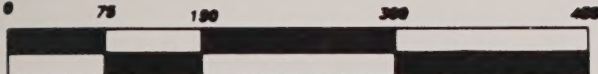
SOUTHERLY	by Commonwealth Avenue, 423.90 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 538.52 feet; and
EASTERLY, SOUTHERLY and EASTERLY	by the Easterly Development Area, 504.87 feet, 70.00 feet and 65.83 feet, respectively.

The above-described parcel includes:

- a. the premises conveyed to Trustees of Boston University by deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.



Joseph L. Calabro, Jr.



**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT C
to PDA Westerly Development Plan
(exhibit begins on next page)

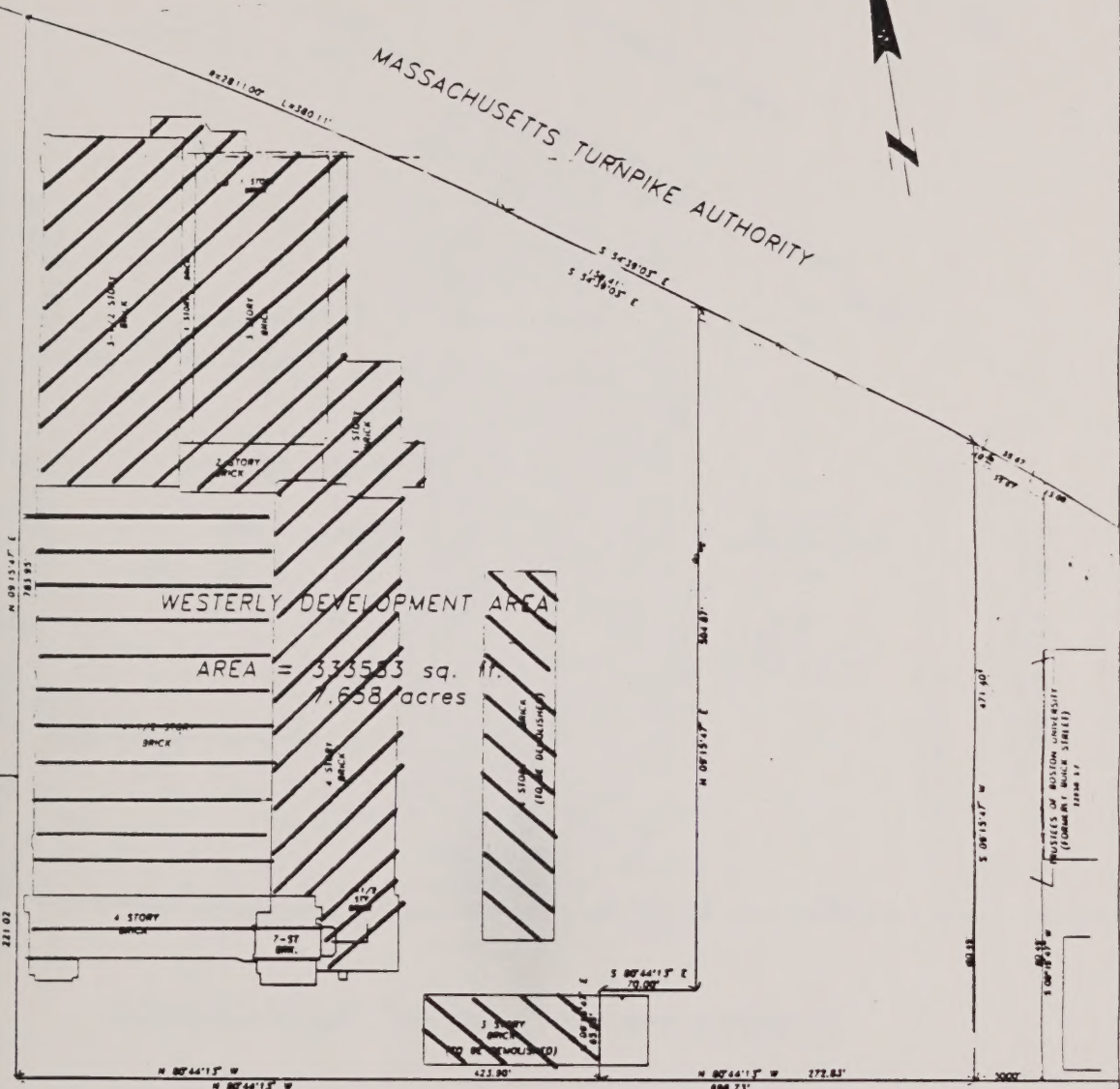


MASSACHUSETTS TURNPIKE AUTHORITY



TRUSTEES OF BOSTON UNIVERSITY
(COMMONLY GAFFNEY STREET)
8000 S.F.
8142/442

GAFFNEY STREET
(60.00' WIDE - PUBLIC)



COMMONWEALTH (PUBLIC - 160.00' WIDE) AVENUE



To be demolished pursuant to this
Westerly Development Plan



May be demolished pursuant to this
Westerly Development Plan



May be demolished pursuant to
subsequent PDA development plans



PLAN OF LAND
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE 1"=40'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

NOVEMBER 21, 1989
LAND SURVEYORS
BOSTON, MASS.

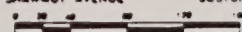
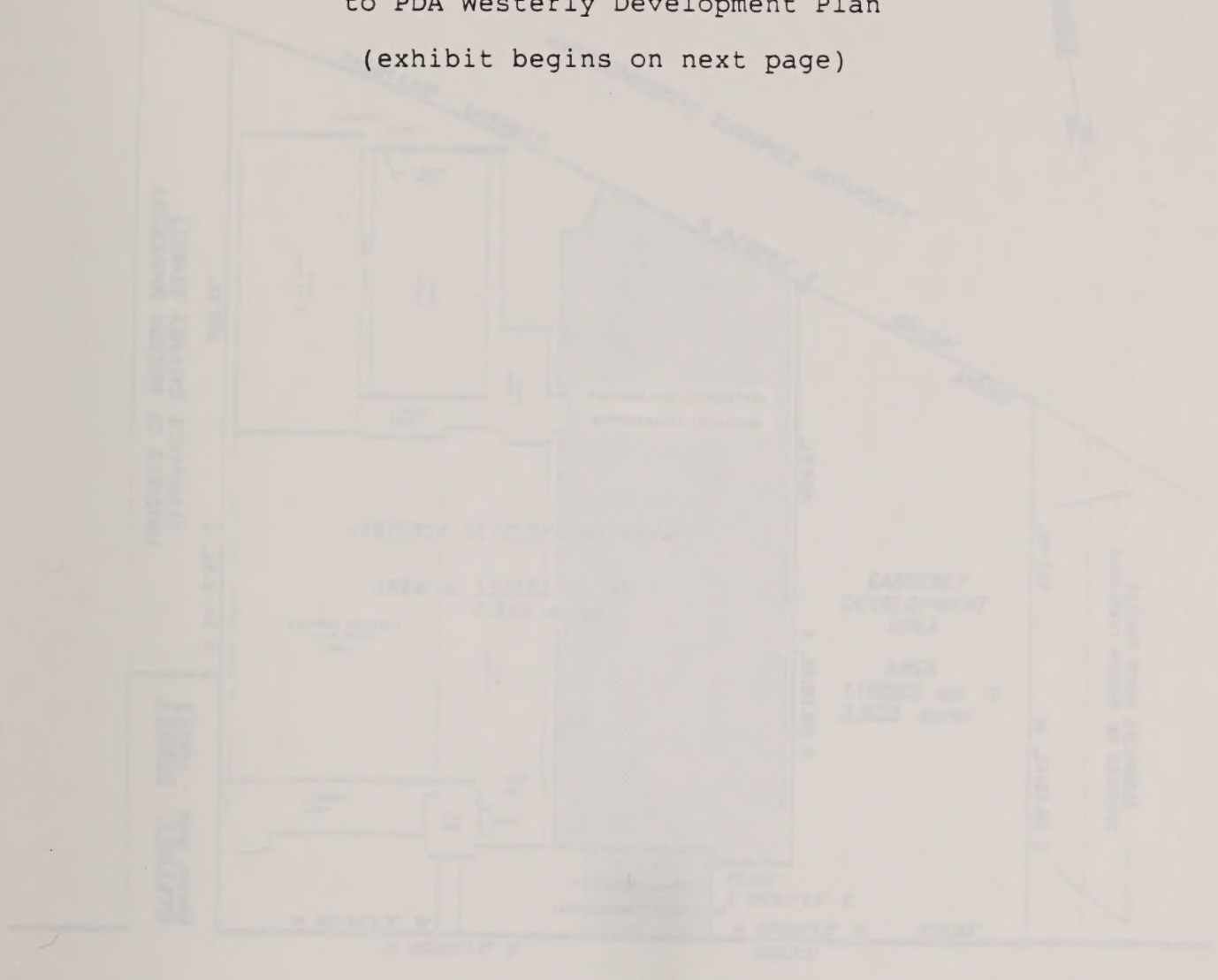


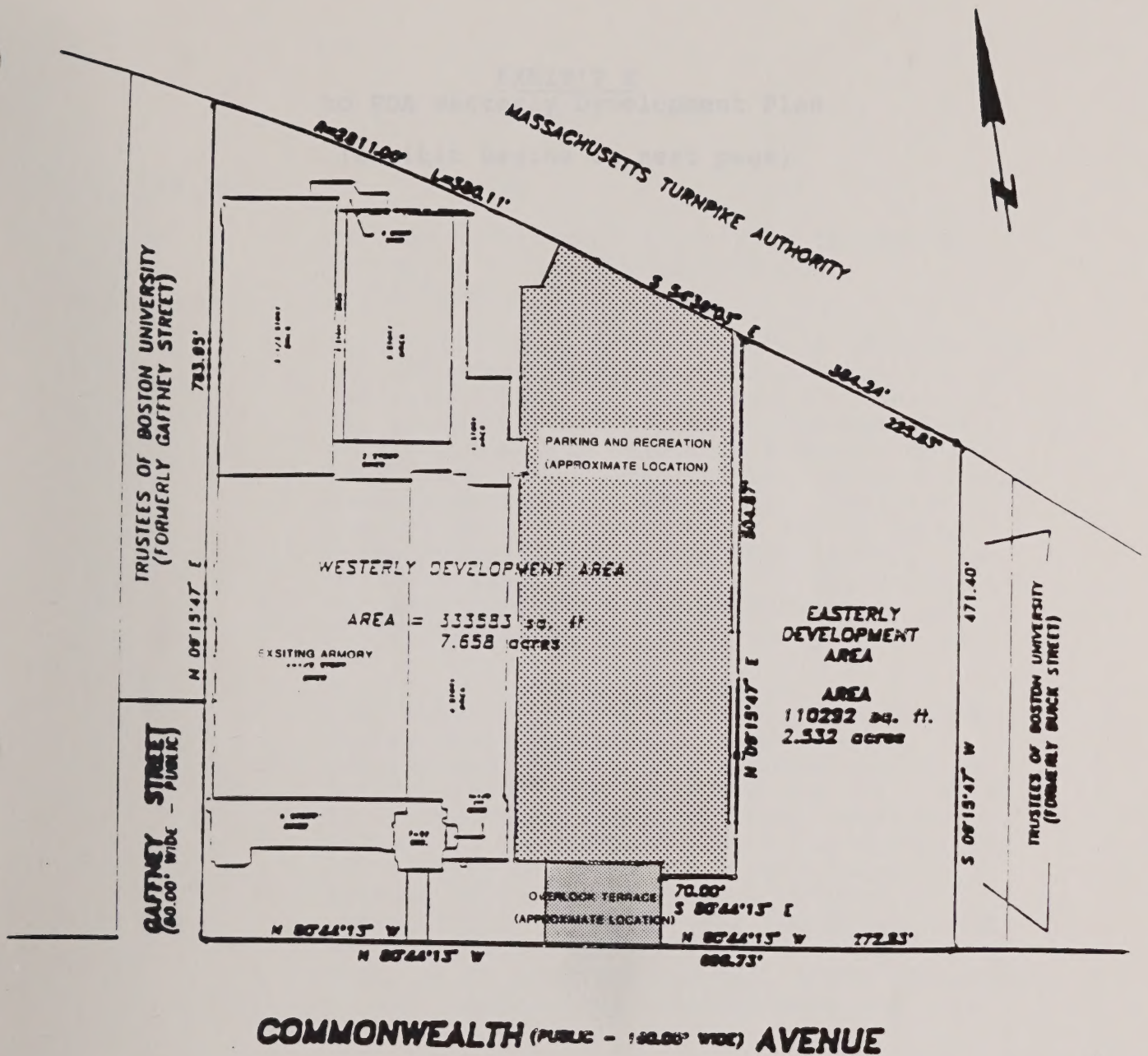
EXHIBIT D
to PDA Westerly Development Plan
(exhibit begins on next page)



TOTAL AREA
64,275 sq. ft.
1.49 acre

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS
100-102 COMMONWEALTH AVENUE
BOSTON, MASS.**

SCALE: 1" = 100'
DAVID R. FLEMMING, INC.
115 DORCHESTER AVENUE
BOSTON 27, MASS.



TOTAL AREA
443875 sq. ft.
10.190 acres

EASTERLY AND WESTERLY
DEVELOPMENT AREAS
888-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

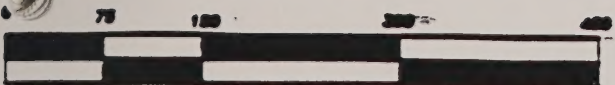


EXHIBIT E
to PDA Westerly Development Plan
(exhibit begins on next page)

<u>USE NO.</u>	<u>USE</u>
16A	College or university building designed by authority of the Commonwealth of Massachusetts
17	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Item No. 14, 15A, 16, 17, 21, or 22, whether or not on the same lot, provided that all resulting smoke, dust, fumes, odors, noise, and other matter shall be effectively confined to the lot or be disposed of so as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than 150 feet from the lot or any part of the lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources, including but not limited to the water, trees, beaches, recreational parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with the Item No. 27A
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the intended enjoyment of the particular open space area
28	Private grounds for games and sports not conducted for profit
29	Parking lot

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area
28	Private grounds for games and sports not conducted for profit
58	Parking lot

- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT F
to PDA Westerly Development Plan
(exhibit begins on next page)

See Item Nos. 15A, 14, 27A, 21, 22

ATTACHMENTS

- 15 Maximum Height
- 20 Front Yards
- 21 Minimum Setback or Easement
- 22 Off-Street Parking
- 23 Off-Street Loading
- 27A All-Season-Brightened Interior Lighting Overlay District

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 24, 27A, 71, 85

Article

16	Maximum Height
20	Rear Yards
21	Minimum Setback of Parapet
23	Off-Street Parking
24	Off-Street Loading
27F	Allston-Brighton Interim Planning Overlay District

EXHIBIT IV
to Board Resolutions

(exhibit begins on next page)

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR

PLANNED DEVELOPMENT AREA NO. 38

899-925 COMMONWEALTH AVENUE

WHEREAS, THIS AGREEMENT is dated as of _____, 1990
between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the
"Authority"), a body politic and corporate created pursuant to
chapter 652 of the Acts of 1960, as amended, and TRUSTEES OF
BOSTON UNIVERSITY, an educational, non-profit corporation whose
principal business address is 881 Commonwealth Avenue, Attn: Vice
President for Financial Affairs (hereinafter the "Applicant"); the
Authority and the Applicant, collectively, shall be referred to
herein as the parties.

WITNESSETH

WHEREAS, the Applicant wishes to undertake the development of
a certain parcel of land in the City of Boston bounded by the
Massachusetts Turnpike, Gaffney Street, Commonwealth Avenue and
Buick Street, as more particularly described in Exhibit A (the
"Site");

WHEREAS, the Applicant submitted to the Authority an application letter dated January 16, 1990 for designation of the Site as Planned Development Area Number 38, which application letter requested approval of (a) a PDA master plan and development impact project plan for the Site (the "PDA Master Plan"), (b) a PDA development plan (the "Easterly Development Plan") for the easterly portion of the Site (the "Easterly Development Area") and (c) a PDA development plan (the "Westerly Development Plan") for the westerly portion of the Site (the "Westerly Development Area");

WHEREAS, the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan were approved by the Authority on _____, 1990 (the "Vote"), after a public hearing at its meeting held on _____ 1990, notice of which hearing was published in The Boston Herald on _____, 1990, a certified copy of which Vote is attached hereto as Exhibit B;

WHEREAS, the Applicant proposes to develop on the Site a development (the "Development") consisting of a series of buildings (the "Buildings");

WHEREAS, the Development is proposed to include dormitories, multi-family dwellings, educational and other institutional uses,

retail businesses, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site;

WHEREAS, the Development constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust") as referred to in Article 26B of the Boston Zoning Code has been created by Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council of August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Master Plan and Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Master Plan and Development Impact Project Plan for the Site, a copy of which is attached hereto as Exhibit C and hereby incorporated by reference (the "PDA Master Plan"), that the PDA Master Plan includes a Development Impact Project Plan as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and that after a public hearing held on _____, 1990, notice of which was published in The Boston Herald on _____, 1990, the Authority approved the PDA Master Plan on _____, 1990 pursuant to and in accordance with the Boston Zoning Code.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Housing Linkage Payment"), as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in an amount calculated in accordance with

Paragraph 2.4 of this Agreement. The Applicant may, at its option, for any or all of the Housing Linkage Buildings (as that term is defined in Paragraph 2.4 of this Agreement), satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Paragraph 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with Paragraph 2.3 of this Agreement (hereinafter "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to create or contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in order to satisfy its obligation for all or a part of the Housing Linkage Payments for any or all of the Housing Linkage Buildings, the Applicant shall submit a proposal in writing to the Authority for such Housing Linkage Building or Buildings on or before the Housing Linkage Payment Date (as defined in Paragraph 2.6 of this Agreement) for such Building or Buildings. Such proposal, approved in accordance with the Housing Creation Regulations adopted by the Authority pursuant to Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code (the "Housing Creation Regulations"), shall satisfy the provisions of

Section 26A-2.3(a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. In the event that the Applicant elects the Housing Creation Option, the Applicant pledges compliance with the Housing Creation Regulations. The proposal shall be subject to approval by the Authority after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Housing Linkage Payments for any or all of the Housing Linkage Buildings, said payments shall be made to the Collector-Treasurer of the City of Boston (the "Collector-Treasurer") as managing trustee of the Neighborhood Housing Trust. Payments for each Housing Linkage Building shall be made in 12 equal annual installments. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Housing Linkage Payments. The first installment of such payments for each Housing Linkage Building shall be due and payable on the Housing Linkage Payment Date for such Housing Linkage Building as defined in Paragraph 2.6 of this Agreement, and subsequent installments with regard to such Housing Linkage Building shall be due and payable without interest on the following 11 anniversary dates of the Housing Linkage Payment Date for such Housing Linkage

Building. In the event any Housing Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer and ending on the date when the Collector-Treasurer receives payment.

2.4 Calculation of Housing Linkage Payment. The parties hereby acknowledge that some or all of the Buildings will include uses enumerated in Table D of Article 26A of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table D Uses"), as more particularly set forth in the PDA Master Plan, and that the construction of some or all of the Buildings will require certain exceptions to the Boston Zoning Code. The amount of Housing Linkage Payments referred to in Paragraph 2.1 of this Agreement shall equal \$5.00 for each square foot of gross floor area devoted to one or more Table D Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development. Such exception for the first 100,000 square feet of gross floor area devoted to Table D Uses shall be applied to the Development only once and shall exempt only a total of 100,000 square feet of gross floor area devoted to Table D Uses for the Development as a whole. Any Building containing Table D Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development shall be referred to

herein as a "Housing Linkage Building." Housing Linkage Payments shall be required only in connection with Housing Linkage Buildings and not in connection with any other Buildings or in connection with improvements to the Site. The gross floor area devoted to Table D Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Housing Linkage Payments, all parking, dormitories and other residential uses shall not be considered "ancillary or accessory to the uses listed in Table D" within the meaning of Section 26A-3(2)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Housing Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from any estimates on which Housing Linkage Payments were made, the Applicant shall adjust the amount of the Housing Linkage Payments for such Building in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 2.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning

Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Housing Linkage Payment determined in accordance with Paragraph 2.4 of this Agreement nor decrease the period over which Housing Linkage Payments are to be made.

2.6 Housing Linkage Payment Date. The Housing Linkage Payment Date shall be determined independently for each of the Housing Linkage Buildings. The Housing Linkage Payment Date for each of the Housing Linkage Buildings shall be the earlier of (i) the issuance of a Certificate of Occupancy for such Housing Linkage Building or 24 months after the granting of the final building permit for substantial construction of such Housing Linkage Building.

2.7 Notice of Agreement. Upon execution of this Agreement, the Authority will notify the Collector-Treasurer of such execution. The Authority shall review the Applicant's determination of the final gross floor area of each Building in the Development. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department with a copy to the Collector-Treasurer.

2.8 Non-Accrual of Housing Linkage Payment. If a building permit is not granted for any proposed Building or part thereof, or if construction of any Building or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction, or if a building permit for any Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the PDA Master Plan contemplates the demolition of certain structures on the Site and construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for Buildings, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of any Building.

2.9 Credit Towards Housing Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon any of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally

permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Linkage Payment. The Applicant shall be responsible, in accordance with this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Linkage Payment"), as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated in accordance with Paragraph 3.4 of this Agreement. The Applicant may, at its option, for any or all of the Jobs Linkage Buildings (as that term is defined in Paragraph 3.4 of this Agreement), satisfy its obligation for the Jobs Linkage Payment, in whole or in part, by contributing to the creation of a jobs training program, as described in Paragraph 3.2 of this Agreement (hereinafter, "Jobs Creation Option"), or by payment made in accordance with Paragraph 3.3 of this Agreement (hereinafter, "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option.

3.2 Jobs Creation Option. If the Applicant shall elect to create or contribute to the creation of a jobs training program

for use by low and moderate income people pursuant to the Jobs Creation Regulations adopted by the Authority under Article 26B of the Boston Zoning Code (the "Jobs Creation Regulations") in order to satisfy its obligation for all or a part of the Jobs Linkage Payments for any or all of the Jobs Linkage Buildings, the Applicant shall submit a proposal in writing to the Authority for such Jobs Linkage Building or Buildings on or before the Jobs Linkage Payment Date (as defined in paragraph 3.6 hereof) for such Jobs Linkage Building or Buildings. Such proposal, approved in accordance with the Jobs Creation Regulations, shall satisfy the provisions of Section 26B-2(3)(a) of Article 26B of the Boston Zoning Code. In the event that the Applicant elects the Jobs Creation Option, the Applicant pledges compliance with the Jobs Creation Regulations. The proposal shall be subject to the approval of the Neighborhood Jobs Trust and the Authority after public notice and hearing.

3.3 Jobs Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Jobs Linkage Payments for any or all of the Jobs Linkage Buildings, said payments shall be made to the Collector-Treasurer as managing trustee of the Neighborhood Jobs Trust. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Linkage Payments.

3.4 Calculation of Jobs Linkage Payments. The parties hereby acknowledge that some or all of the Buildings will include uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), as more particularly set forth in the PDA Master Plan. The amount of Jobs Linkage Payments referred to in Paragraph 3.1 of this Agreement shall equal \$1.00 for each square foot of gross floor area devoted to one or more Table E Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development. Such exception for the first 100,000 square feet of gross floor area devoted to Table E Uses shall be applied to the Development only once and shall exempt only a total of 100,000 square feet of gross floor area devoted to Table E Uses for the Development as a whole. Any Building containing Table E Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development shall be referred to herein as a "Jobs Linkage Building." Jobs Linkage Payments shall be required only in connection with Jobs Linkage Buildings and not in connection with any other Buildings or in connection with improvements on the Site. The gross floor area devoted to Table E Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the Jobs Linkage Payments, all parking, dormitories

and other residential uses shall not be considered "accessory to the uses listed in Table E" within the meaning of Section 26B-3(1)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Jobs Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from estimates on which Jobs Linkage Payments were made, the Applicant shall adjust the amount of the Jobs Linkage Payment for such Building in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Linkage Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Linkage Payment determined in accordance with Paragraph 3.4 of this Agreement nor decrease the period over which Jobs Linkage Payments are to be made.

3.6 Jobs Linkage Payment Date. The Jobs Linkage Payment Date shall be determined independently for each of the Jobs Linkage Buildings. The Jobs Linkage Payment for each Jobs Linkage Building shall be made in 2 equal annual installments. The first installment of the Jobs Linkage Payment for each Jobs Linkage Building shall be due on the Jobs Linkage Payment Date which shall be the date of the issuance of the final building permit for substantial construction of such Jobs Linkage Building. The remaining installment for such Jobs Linkage Payment shall be due and payable without interest on the first anniversary of the Jobs Linkage Payment Date.

3.7 Non-Accrual of Jobs Payment. If a building permit is not granted for any proposed Building or part thereof, or if construction of any Building or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction or if a building permit for any Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the PDA Master Plan contemplates demolition of certain structures on the Site and the construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for Buildings, and the

parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of any Building.

3.8 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon any of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY

4.1 Letter of Credit. As security for the payment of installments of the Housing Linkage Payment for each Housing Linkage Building, the Applicant shall provide for the benefit of the Neighborhood Housing Trust one or more letters of credit in the aggregate amount of 10/12 of the amount of the Housing Linkage Payment for such Housing Linkage Building. Such letter or letters

of credit shall be provided to the Neighborhood Housing Trust within 30 days of the first anniversary of the initial Housing Linkage Payment installment for such Housing Linkage Building. The Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the 10-year period during which subsequent installments of such payments are required in accordance with said Article 26A, provided that such letter or letters of credit shall authorize the Neighborhood Housing Trust to draw upon them if not replaced at least 30 days prior to their expiration date. The principal amount of such letter or letters of credit may be reduced by the Applicant after payment by the Applicant of any installments of the Housing Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority shall take all steps necessary to enable the Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters or credit, if required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount. The reasonable cost of obtaining such letter or letters of credit shall be credited against the Applicant's Housing Linkage Payment.

4.2 Assignability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties

hereto (other than mortgagees of the Site, or any part thereof, or those claiming through such mortgagees unless said party obtains title to the Site, or the applicable part thereof, and proceeds with Development), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and in all or a portion of the Site.

4.3 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each Component (as defined below) of the Development, and shall apply separately to each Component, and a default with respect to a particular Component under any paragraph or provision of this Agreement shall not constitute a default with respect to any other Component. For purposes of this Agreement, "Component" shall mean any portion of the Development which is located on an individual lot and/or is separately financed.

4.4 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.5 Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their

successors, assigns, and legal representatives, with respect to the Development or any part thereof, including, without limitation, any successor owner or owners of the improvements for the Development or any part thereof, and the Neighborhood Housing Trust and Neighborhood Jobs Trust as successors to the Authority. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or a particular Building.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code as in existence on the date hereof, unless otherwise provided.

5.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and the Applicant and its respective successors and assigns shall protect

and indemnify the City and the Authority, its officer, agents and employees against any claim or liability arising from or based upon violations of such ordinances, executive orders, regulations or laws in effect on the date hereof, caused by any negligent act or omission of the Applicant and its respective successors and assigns, and their agents or employees.

5.4 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Director

with copies to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Chief General Counsel

Applicant: Trustees of Boston University
881 Commonwealth Avenue
Boston, Massachusetts 02215
Attn: Vice President for
Enrollment Management

with copies to: Office of the General Counsel
125 Bay State Road
Boston, Massachusetts 02215
Attn: Real Estate Department

5.5 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector/Treasurer, upon satisfaction by the Applicant of its obligations for Housing Linkage Payments or Jobs Linkage Payments, as the case may be, with respect to each Building and within 10 business days after request by the Applicant, a certification in recordable form, that (i) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been satisfied by the Applicant and that the Applicant has no further liability for such Housing Linkage Payments or Jobs Linkage Payments or (ii) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been paid to date.

5.6 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting,

allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.7 Applicability of Obligations. The Applicant's obligations hereunder to make Housing Linkage Payments and Jobs Linkage Payments are subject to the rights of the parties under applicable law and a certain Cooperation Agreement dated July 15, 1980 between the Applicant and the City of Boston. Nothing in this submission is intended to modify or interpret those rights. The parties understand and agree that (i) in entering into this Agreement, the Applicant is not conceding that future project(s) that the Applicant may undertake on other property owned or controlled by the Applicant are or will be subject to Housing Linkage Payments and Jobs Linkage Payments and (ii) any such future project(s) will not be deemed to be an extension or part of the Development.

5.8 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By _____
Stephen Coyle, Director

TRUSTEES OF BOSTON UNIVERSITY

By _____
Kenneth G. Condon
Its Vice President for
Financial Affairs and
Assistant Treasurer

Attachments:

Exhibit A: Legal Description * Project Agreement

Exhibit B: Vote

Exhibit C: PDA Master Plan

EXHIBIT A

to Development Impact Project Agreement

(exhibit begins on next page)

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY by Commonwealth Avenue, 696.73 feet;
WESTERLY by Gaffney Street, 783.95 feet;
NORTHEASTERLY by land of the Massachusetts Turnpike
 Authority, 764.35 feet; and
EASTERLY by land of Trustees of Boston University,
 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

Wife to be added.

EXHIBIT B

to Development Impact Project Agreement

(exhibit begins on next page)

Vote to be added.

EXHIBIT C

to Development Project Project Agreement

(exhibit begins on next page)

EXHIBIT C

to Development Impact Project Agreement

(exhibit begins on next page)

098.02.398/mp0125

BOSTON REDEVELOPMENT AUTHORITY

MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 38

899-925 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Planned Development Area Master Plan and Development Impact Project Plan ("Plan"): Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), pursuant to an agreement entitled "Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University" dated December 1, 1984 between the University and the City (the "1984 Agreement"), and pursuant to Section 13 of the Land Disposition Agreement dated February 10, 1987 between the Commonwealth of Massachusetts, acting by and through the Deputy Commissioner of the Division of Capital Planning and Operations, and the University recorded with Suffolk County Registry of Deeds in Book 13396, Page 13 (the "Land Disposition Agreement"), this Plan constitutes a Planned Development Area Master Plan and sets forth a statement of the development concept for the development of a 10.19+ acre site at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts (the "Property" or the "Site"), including the planning objectives and character of the development, the proposed uses of the area and the structures, the densities, the range of dimensional requirements contemplated for each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction

(the "Project" or "Projects"). This Plan is also intended to satisfy the requirements of Article 26 and Article 26B of the Code regarding Development Impact Project Plans. Two or more Planned Development Area Development Plans ("PDA Development Plans") will be submitted providing more specific information about the various Projects and components thereof.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University" or "Boston University").

Location and Description of Property: The Property consists of two contiguous parcels of land containing approximately 443,875 square feet or approximately 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on the plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated August 25, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Planning Objectives and Character of Development: The objectives for the development of the Site are to increase the supply and improve the quality of student housing, to improve the athletic and recreational opportunities for the University community, to provide additional parking, to build complementary academic space and incidental or compatible retail and commercial uses and to improve the appearance and open spaces of the Site. These objectives are consistent with the Boston University Master Plan for the Charles River Campus dated January 1987 (the "University's Master Plan").

The Projects will involve the conversion of the Site to uses necessary to support the operation, management and functioning of the University and will also serve the larger community. Specifically, the University contemplates a mix of uses on the Site, which is planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses, open space and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Housing: Responding to the concerns of local residents and City of Boston officials regarding student housing, the University proposes to construct new undergraduate student housing in dormitory-style, apartment-style and/or suite-style units on the Site, thereby increasing the number of undergraduate students living on its campus. It is proposed that the dormitories and multi-family dwellings on the Site will contain a total of up to 2,300 bed spaces.

Recreational/Athletic Uses: Current plans call for addressing the athletic and recreational needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and Boston Redevelopment Authority ("BRA") and Boston Zoning Commission ("BZC") approval. Within the recreational/athletic facility, in addition to athletic activities, events may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

Traffic and Parking: Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use. Current plans provide for these structured parking spaces to be located below the plaza level. Vehicular access and egress to and from the Site is planned by means of Buick and Gaffney Streets.

Academic: The University's Master Plan calls for academic uses on the Site. The location of some educational/institutional

uses on the Site, including academic, research, and administrative uses, will compliment other uses on the Site. It is proposed that the amount of gross floor area dedicated to educational, institutional and office uses will be consistent with the range of dimensional requirements set forth on Table 1.

Commercial: Business and retail uses will be located on the Site, primarily to respond to the needs of the students, faculty and staff in the University's West Campus area. Such uses will also be available to the general public, as are other facilities such as those in the University's 700 Commonwealth Avenue (Warren Towers) property, and will be further specified when the PDA Development Plans are submitted for community review and BRA and BZC approval.

Open Space: The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Trees and other plantings will be used to soften the pedestrian environment of the Site. A variety of paving and landscape materials will be used to differentiate and enrich the pedestrian pathways throughout the Site.

Proposed Phasing of Construction: Construction is expected to begin on the easterly portion of the Site, containing approximately 2.5 acres (the "Easterly Development Area"), in early 1990. It is anticipated that the initial development of the Easterly Development Area will include approximately 1,200 bed spaces, up to 375 parking spaces and approximately 43,000 square feet of retail/commercial space. The remainder of the Site, containing approximately 7.7 acres (the "Westerly Development Area"), is to be used for athletic, recreational, office, academic and parking uses, among others. Concurrent with the development of the Easterly Development Area, the Westerly Development Area will be landscaped, including the construction of an overlook terrace in the southeasterly portion of the Westerly Development Area. The Easterly Development Area and the Westerly Development Area are shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass." dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. No new major construction is planned for the Westerly Development Area in the immediate future. It is anticipated that additional buildings will be constructed on the Westerly Development Area during the period 1991 to 2001. The University's ability to construct any given Project on the Site will depend upon the availability of funds and/or the Project's financial feasibility. Each Project on the Site may be funded or financed independently from other Projects, and the land on which

each Project is located may need to be considered as a separate zoning lot capable of being mortgaged and conveyed as such.

Proposed Uses of Area and Structures: The Projects are planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. Except for the parking use, the foregoing listing of categories of planned uses for the Site is derived from the general classifications of various uses or Use Items set forth in Section 8-7 of the Code. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Range of Dimensional Requirements: The buildings on the Site will contain up to a maximum of 1,468,000 square feet of gross floor area (calculated as described in the Code). Table 1 provides information on the gross floor area of various uses proposed in connection with the Projects.

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges (square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000
Educational/Institutional/ Educational and Insti- tutional Offices	90,000 - 100,000
Recreational/Athletic (up to 8,500 fixed and 1,500 non-permanent seats)	500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment and
Service Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with this Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA Development Plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA Development Plans.

Any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the BRA and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University currently intends that there be up to 25 multi-family dwelling units on the Easterly Development Area.

A building devoted primarily to non-University related office space will not be constructed on the Site.

Proposed Location, Appearance and Dimensions of Structures:
The Projects' buildings will be generally located along the perimeter of the Site. The location, massing and height of each building will be more particularly described and fixed in PDA Development Plan submissions as they are prepared. Exhibit D, attached for conceptual purposes only, presents one possible configuration or development scheme for the Site.

Certain dimensional limitations and design objectives will shape the character of the Projects. Buildings will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the

northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area.

Open Spaces and Landscaping: While the final siting of buildings will be established in PDA Development Plan submissions, this Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

Density and Zoning: The Property is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. This Plan provides for an FAR of 3.3 based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of approximately 443,875 square feet. As the Projects proceed, some components, analyzed separately, will have greater FARs.

The University anticipates that exceptions may be required from a number of Articles of the Code, including, among others: Article 8 (Regulation of Uses), Article 15 (Building Bulk), Article 16 (Building Height), Article 17 (Open Space), Article 18 (Front Yard), Article 19 (Side Yards), Article 20 (Rear Yard), Article 21 (Setbacks), Article 22 (Yards), Article 23 (Parking), Article 24 (Loading) and Article 27F (Allston-Brighton Interim Planning Overlay District). As designs are prepared and uses are determined, additional exceptions, permits and approvals may be needed.

Projected Number of Employees: It is estimated that the Projects will generate approximately 1,300 person years of construction work and that approximately 235 people will be employed at the Site when the Projects are completed.

Proposed Traffic Circulation: Vehicular access to and egress from the Site is expected to be on Buick and Gaffney Streets. Pedestrians will gain access to the interior of the Site from Commonwealth Avenue and Buick and Gaffney Streets. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Parking and Loading Facilities: Structured garage parking and interim open-air parking will be built on the Site to accommodate demand from the uses proposed for the Site as well as from other areas of the University and, possibly, surrounding neighbors.

Off-street parking facilities owned or controlled by the University will be utilized by the University to accommodate parking needs for the most intense use of the recreational/athletic facility. A traffic access plan has been generated to determine the transportation and parking needs associated with the development of the Site. Loading facilities will be constructed when and where necessary to serve the retail/commercial and other proposed uses at the Site.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Projects are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the

BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Public Benefits: The Projects are expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. By locating undergraduate students on the Property, the University will reduce the number of undergraduate students inhabiting housing units in neighborhoods near the University's campus. Reducing the number of students residing in these neighborhoods will respond to the specific concerns raised by neighborhood residents and City officials and will increase the number of available housing units.

From a financial and economic perspective, the Projects are expected to contribute significantly to Boston's economy by adding approximately 1,300 person years of construction work. It is also anticipated that approximately 235 people will be employed at the Site when the Projects are completed. With 12,700 employees, the University is the second largest private employer in Boston. The University will make payments in lieu of taxes for the Site as agreed in the 1984 Agreement and, to the extent required by law and not otherwise inconsistent with the Cooperation Agreement dated July 15, 1980 between the University and the City, pay real estate taxes on commercial portions of the Development. In addition, the University is developing a number of special programs that are geared to encourage community use of the recreational/athletic facility. These benefits will be further defined when plans for the recreational/athletic facility are developed.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Projects, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Projects, to the extent required by the DIP Agreement.

Attachments:

Exhibit A: Legal Description

Exhibit B: Plan entitled "Site Plan of Land 899-925
Commonwealth Avenue, Boston, Mass"

Exhibit C: Plan entitled "Easterly and Westerly Development
Areas 899-925 Commonwealth Avenue, Boston, Mass."

Exhibit D: Conceptual Plan

EXHIBIT A
to PDA Master Plan

(exhibit begins on next page)

SOUTHERLY By Commonwealth Avenue, 844.73 feet;

WASTERLY By Gaffney Street, 763.95 feet;

SOUTHWESTERLY by land of the Massachusetts Turnpike Authority, 744.33 feet; and

EASTERLY by land of Trustees of Boston University, 471.45 feet.

Containing 141,873 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

1. Deed of Boston Edison Company dated December 25, 1911, and recorded with Suffolk County Registry of Deeds in Book 2886, Page 247, and
2. Deed of the Commonwealth of Massachusetts dated February 6, 1927, and recorded with said Deeds in Book 11195, Page 9.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.73 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 764.35 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Master Plan
(exhibit begins on next page)

EXHIBIT C
to PDA Master Plan

(exhibit begins on next page)

EXHIBIT D
to PDA Master Plan

(exhibit begins on next page)

EXHIBIT V
to Board Resolutions

(exhibit begins on next page)

COOPERATION AGREEMENT

FOR

PLANNED DEVELOPMENT AREA NO. 38

899-925 COMMONWEALTH AVENUE

TRUSTEES OF BOSTON UNIVERSITY

AGREEMENT made as of the ____ day of _____, 1990 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority"), and TRUSTEES OF BOSTON UNIVERSITY, a Massachusetts non-profit, educational corporation, or its designee(s) (the "University").

WHEREAS, the University wishes to undertake the development of a certain parcel of land in the City of Boston (the "City") bounded by the Massachusetts Turnpike, Gaffney Street, Commonwealth Avenue and Buick Street, as more particularly described in Exhibit A (the "Site");

WHEREAS, the University and the City entered into a certain Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University (the "1984 Agreement"), which agreement is dated December 1, 1984 and provides that the University will develop the Site as a planned

development area ("PDA"), as defined in section 3-1A of the Boston Zoning Code (the "Code"), requiring the submission and approval of a PDA master plan and a PDA development plan or plans for the Site;

WHEREAS, in 1987 the University completed, after extensive community review, and the Authority subsequently approved, a plan entitled "Boston University Charles River Campus Master Plan - 1986 to 1996", which plan provides for the Site to be used for student and other housing uses, as well as other uses, including, among others, recreational/athletic, parking, commercial and academic uses and which plan includes commitments and strategies including the housing of 75% of Boston University's students on its campus;

WHEREAS, the University submitted to the Authority an application letter dated January 16, 1990 for designation of the Site as Planned Development Area Number 38, which application letter requested approval of (a) a PDA master plan and development impact project plan for the Site (the "PDA Master Plan"), (b) a PDA development plan (the "Easterly Development Plan") for the easterly portion of the Site (the "Easterly Development Area") and (c) a PDA development plan (the "Westerly Development Plan") for the westerly portion of the Site (the "Westerly Development Area");

WHEREAS, the PDA Master Plan, the Easterly Development Plan, the Westerly Development Plan and the form of this Cooperation

Agreement were approved by the Project Advisory Committee on January 3, 1990 and the Allston-Brighton Planning and Zoning Advisory Committee on January 8, 1990, in each case subject to reviewing revised legislation relating to the Site (the Project Advisory Committee, or any successor thereto or replacement thereof appointed by the Mayor, shall be hereinafter referred to as the "PAC");

WHEREAS, on January 18, 1990 the PAC voted to continue such conditional approval with the further condition that the BRA be requested not to approve a "permanent" PDA development plan for the Westerly Development Area unless any such revised legislation is acceptable to the community;

WHEREAS, the Allston-Brighton Planning and Zoning Advisory Committee ("PZAC") voted at its meeting of January 22, 1990 to recommend Authority approval of the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan and this Cooperation Agreement with the provisos that (i) no "permanent" PDA development plan for the Westerly Development Area be undertaken until the community adequately reviews such revised legislation and (ii) the University, the Authority and the PZAC will initiate an ongoing planning process within the context and spirit of the benefits as already submitted, including potential landscaping improvements;

WHEREAS, the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan were approved by the Authority

on _____, 1990 (the "Vote"), after a public hearing at its meeting held on January 25, 1990, notice of which hearing was published in The Boston Herald on January 17, 1990, a certified copy of which Vote is attached hereto as Exhibit B; and

WHEREAS, the University proposes to construct on the Site a mixed-use development (the "Development") consisting of one or more projects (the "Projects").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the University to designate the Site as a PDA.

2. The University will, subject to section 20 hereof, proceed with the planning and design for the Site in a manner consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan (as such plan may be amended) and proceed with the development of the Site in a manner consistent with the Easterly Development Plan and the Westerly Development Plan (as such plans may be amended and/or supplemented). The PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan are attached hereto as Exhibits C, D and E, respectively.

3. The Authority acknowledges that it has completed its review in connection with the PDA Master Plan, the Easterly Development Plan, the Westerly Development Plan, the Schematic

Design for the Easterly Development Area and for the Westerly Development Area (as set forth on the documents listed on Exhibit F attached hereto) and the Design Development for the Easterly Development Area (as set forth on the documents listed on Exhibit G hereto) (except that, with regard to the Schematic Design for the Westerly Development Area, the parking spaces between the tennis courts and the existing Armory, as shown on the site plans, are subject to further review in Design Development to be discussed with the Authority). In connection with the Westerly Development Area, it is expected that a subsequent PDA development plan or plans and/or an amendment or amendments to the Westerly Development Plan will be submitted for community review and review and approval by the Authority and the Boston Zoning Commission ("BZC"). (As used herein, the phrase "community review" shall mean review by the PAC or by any community group or organization as may be deemed appropriate by the Authority or the Mayor). Subject to section 20 hereof, it is understood and agreed that no development of the Site will be undertaken except in accordance with a PDA development plan approved by the Authority and the BZC, and in accordance with the terms of this Agreement.

4. The Authority acknowledges submission by the University of the Draft Environmental Impact Report for the Development dated December, 1989 and received by the Authority on December 15, 1989. The University expects to submit a Final Environmental Impact Report for the Development in accordance with the Massachusetts

Environmental Policy Act, Mass. Gen. Laws ch. 30, §§ 61-62H. In connection with the submission of any subsequent PDA development plan or plans for the Westerly Development Area, the University will conduct additional environmental reviews regarding matters related to the portion of the Site affected by such subsequent PDA development plan or plans that may be reasonably requested by the Authority in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986, as modified and attached hereto as Exhibit H (the "Development Review Procedures"). The Authority may require the University to take reasonable, practical measures, including, without limitation, economical measures consistent with the scope of the proposed development of the Site as presently conceived, to mitigate potential damage to the environment identified in the Final Environmental Impact Report.

5. The University shall submit a Traffic Management Plan (the "TMP") for the Development to the Commissioner of Transportation of the City of Boston for his approval, which approval shall not be unreasonably withheld or delayed, prior to issuance of a building permit for the construction of any permanent building on the Site (not including therein the demolition of existing structures or the construction of infrastructure or other Site improvements) (a "Permanent Building"). The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented

during the construction of any Permanent Building that are reasonably satisfactory to the Commissioner of Transportation.

6. The University has submitted a Transportation Access Plan (the "TAP") for the Development to the Commissioner of Transportation. The TAP identifies traffic and parking impacts of the Development and describes potential mitigating measures and Development goals. Provided that the Commissioner of Transportation does not unreasonably withhold or delay his approval thereof, the University shall also enter into a Transportation Access Plan Agreement (the "TAP Agreement") with the Commissioner of Transportation prior to issuance of a building permit for any Permanent Building. The TAP Agreement will identify mitigating measures (not to include, without just compensation, measures involving the transfer of rights in real estate owned by the University) and Development goals that are reasonably satisfactory to the Commissioner of Transportation.

The initial development of the Site, to be undertaken pursuant to the Easterly Development Plan and the Westerly Development Plan, will include the provision of approximately 525 parking spaces on the Site. These parking spaces are expected to be used to accommodate weekday Site-generated parking demand (estimated at approximately 270 vehicles/day) and other University-related parking demands (estimated at approximately 255 vehicles/day and consisting of parkers presently using the Site

and other parkers "shifted" to the Site from parking facilities west of the Boston University Bridge).

The analysis presented in the TAP indicates that a Boston University-related "event" occurring in the athletic/recreational facility proposed for the Westerly Development Area would, in the future, generate the need for approximately 1,750 parking spaces. It is a goal of the TAP that all of the parking spaces required in connection with such an event be provided in off-street facilities controlled by the University. The analysis presented in the TAP indicates that, by using a mixture of on-Site and off-Site parking facilities, all of the estimated parking spaces required in connection with such an event could be provided in off-street facilities controlled by the University. At the time that plans for the recreational/athletic facility are finalized, and a PDA development plan including the recreational/athletic facility is submitted for community review and BRA and BZC review and approval, the University agrees to update the TAP with regard to the provision of parking spaces required in connection with such an event.

7. Except as otherwise set forth herein, the University and the Authority hereby agree that the development review process required by the PDA development plans for the Site, which development review process is to be observed by the parties (the "Development Review Process"), shall be as set forth in the Development Review Procedures (as modified and attached hereto as

Exhibit H), including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

8. Throughout the Development Review Process discussed in section 7 above, and in connection with the development of each Project, the University will submit to the Authority the submissions required by the Development Review Process. Once approval of any submission has been given (or deemed given) by the Authority, review of subsequent submissions shall be limited to the development or refinement of elements shown on previously approved submissions or to elements that were not shown on previously approved submissions.

Prior to the approval of Contract Documents for any Project, it shall be the University's responsibility to notify the Authority of proposed material changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) with regard to the design of exterior features of buildings, portions of public lobbies that are visible from the exterior of buildings, open spaces and landscaping, and to obtain approval from the Authority prior to incorporating such proposed changes into the drawings and specifications. With regard to such a proposed change, the Authority shall perform its functions under this provision promptly and with all reasonable dispatch and in

accordance with the provisions of this Agreement, and, with regard to such a proposed change made after Design Development, (i) approve or disapprove such proposed change within seven (7) days of its submission to the Authority and (ii) if disapproving such a proposed change, include with such disapproval a detailed written explanation therefor. If the University receives no notification from the Authority of disapproval within seven (7) days after submission of such a proposed change, such proposed change shall be deemed approved.

9. Once Contract Documents for any Project have been approved, the only further submissions to be made by the University to the Authority for review and approval hereunder will be requests for change orders relating to the construction of those elements of the Project that are subject to the Development Review Process and which differ from or were not fully described in the approved Contract Documents, which change orders have a cost of construction, with regard to such elements of the Project, in excess of \$100,000 ("Change Orders"). The Authority shall (i) perform its functions under this provision promptly and with all reasonable dispatch, and shall approve or disapprove Change Orders within seven (7) days of their submission to the Authority, and (ii) if disapproving a Change Order, include with such disapproval a detailed written explanation therefor. If the University receives no notification from the Authority of such disapproval within seven (7) days after submission of such Change Order, such

Change Order shall be deemed approved. Notwithstanding the foregoing, the Authority's approval shall not be required for Change Orders effecting changes which will not be visible from the exterior of buildings, including without limitation changes to portions of public lobbies that are not visible from the exterior of buildings.

10. A separate Development Review Process shall be undertaken for each Project conforming to the process described in section 7 hereof. Non-compliance with the Development Review Process with respect to a particular Project shall not be considered non-compliance with the Development Review Process with respect to any other Project.

The Authority will informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with the Easterly Development Plan and the Westerly Development Plan in the most expeditious and reasonable manner. After approval by the Authority of a subsequent PDA development plan or plans and/or an amendment or amendments to the existing PDA development plans for the Site, the Authority will forthwith

informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with such subsequent plan or plans and/or amendment or amendments in the most expeditious and reasonable manner.

11. The Authority hereby approves the Schematic Design for the Easterly Development Area and for the Westerly Development Area (as set forth on the documents listed on Exhibit F hereto) and the Design Development for the Easterly Development Area (as set forth on the documents listed on Exhibit G hereto) (except that, with regard to the Schematic Design for the Westerly Development Area, the parking spaces between the tennis courts and the existing Armory, as shown on the site plans, are subject to further review in Design Development to be discussed with the Authority).

12. The Authority acknowledges that the University will rely on the Authority's approval of the development concept, land uses, density and building heights contemplated in the PDA Master Plan during the preparation, planning, design and submission of a subsequent PDA development plan or plans and/or an amendment or

amendments to the existing PDA development plans for the Site, and in connection with the financing and construction of development on the Site. The Authority also acknowledges that the University will expend considerable time, effort and financial resources to produce such a subsequent PDA development plan or plans and/or amendment or amendments and to construct the infrastructure required in connection with the Development. Because Section 3-1A of the Code provides that no work can proceed on a project on the basis of an approved PDA master plan unless and until a subsequent PDA development plan for the proposed work has been approved by the Authority and the Zoning Commission, the Authority acknowledges that if such a subsequent PDA development plan or plans and/or amendment or amendments are consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan, then the Authority will not, subject to the University's cooperation with the Authority in the Development Review Process, unreasonably withhold its approval of such a subsequent PDA development plan or plans and/or amendment or amendments submitted by the University and will not, in any case, disapprove such plan or plans and/or amendment or amendments on the basis of the development concept, land uses, density or building heights set forth therein. After such plan or plans and/or amendment or amendments are approved, the Authority will publicly support such plan or plans and/or amendment or amendments. Furthermore, the Authority agrees that it will not

unreasonably withhold or delay approval of future design submissions or environmental reviews with regard to the Site if they are consistent with the use and design parameters of the PDA Master Plan, Section 3-1A of the Code, and in compliance with the terms of this Agreement.

The Authority has approved the PDA Master Plan, including the development concept, land uses, density, building heights and the number of seats proposed for a recreational/athletic facility as set forth therein. The Authority agrees that, if and when the University proposes a subsequent PDA development plan or plans and/or an amendment or amendments to existing PDA development plans for the Site, the Authority will forthwith publicly support such proposals with regard to the development concept, land uses, density, building heights and the number of seats proposed for a recreational/athletic facility as set forth in such proposals to the extent that such characteristics of such proposals are consistent with the PDA Master Plan.

13. The University acknowledges that the PDA Master Plan provides for the following range of uses on the Site:

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges</u> <u>(square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000

Educational/Institutional/
Educational and
Institutional Offices 90,000 - 100,000

Recreational/Athletic
(up to 8,500 fixed
and 1,500 non-permanent
seats) 500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment
and Service
Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with the PDA Master Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA development plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA development plans.

The University agrees that any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the Authority and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University acknowledges that it currently

intends to construct up to 25 multi-family dwelling units on the Easterly Development Area.

The University agrees that it will not construct on the Site a building devoted primarily to non-University related office space.

14. The University acknowledges that, pursuant to the PDA Master Plan, certain dimensional limitations and design objectives will shape the character of the Projects. Buildings to be located on the Site will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility planned for the Site is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area. The Authority agrees that it will not withhold or delay approval of design submissions with regard to the Development because of

the heights of the structures portrayed in such submissions, provided that such heights are consistent with the limitations set forth above.

While the final siting of buildings to be located on the Site has been or will be established in PDA development plan submissions, the University acknowledges that the PDA Master Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access to such open space provided from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, consistent with the design objectives set forth in the PDA Master Plan, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet and cooperate with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to

any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

15. The University acknowledges that current plans call for addressing the recreational and athletic needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA development plan for the relevant portion of the Site (or an amendment or amendments to the PDA development plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Within the recreational/athletic facility, in addition to recreational and athletic activities, events and activities may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA development plan for the relevant portion of the Site (or an amendment or amendments to the PDA development plan for such portion of the Site) is submitted for community review and BRA and BZC approval.

Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

16. The University acknowledges that the PAC voted at its meeting of January 18, 1990 that the PAC should remain in existence until the completion of the Development and that the PAC should continue to advise the Authority regarding the Development. Consistent with the 1984 Agreement, the University acknowledges that, in connection with the approval of subsequent PDA development plans for the Site (and in connection with amendments to the existing PDA Master Plan and PDA development plans for the Site), the Authority will request that the PAC review and advise the Authority regarding such plans or amendments.

17. The University will execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, which sets forth in detail the University's plan to ensure that its general contractor, and those engaged by said general contractor for construction of the Projects on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50% of the total employee

worker hours in each trade shall be by bona fide Boston residents; (2) at least 25% of the total employee worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plan, may include, at the University's option, on-the-job training and apprenticeship positions.

.18. The Authority acknowledges that the University has provided numerous benefits to the community. In addition to the construction of student housing on the Site in order to facilitate a reduction in the number of Boston University students residing in neighborhoods surrounding the Site, the University agrees to provide other community benefits in connection with the Development, such as the benefits listed below (or benefits comparable thereto):

- a. make available a room for the use of civic associations affiliated with the Boston University/Community Task Force;
- b. make available parking spaces for civic association member use during meetings of civic associations affiliated with the Boston University/Community Task Force;
- c. distribute to neighborhood groups tickets to Boston University athletic and cultural events;

d. provide space for area youth teams for practices and games, including, as available, ice time, field time, indoor gym time, recreational space time and pool time (to the extent that facilities for such activities are constructed on the Site);

e. provide adult recreation time, to include, as available, swimming, jogging, skating, aerobics, weightlifting and racquetball (to the extent that facilities for such activities are constructed on the Site);

f. Provide special programs with instruction, to include dance, aerobics, weightlifting and racquetball, and including free clinics hosted by sports coaching staffs for youths (to the extent that facilities for such activities are constructed on the Site);

g. Provide, as available, use of Malvern Field and the Case Center Gym (or alternate, comparable facilities) for the Allston Summer Youth Playground program; and

h. Provided the University obtains all required approvals therefor, plant trees along the north side of Commonwealth Avenue from Buick Street to Gaffney Street.

19. If, in the future, the University shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved PDA Master Plan (as it may be amended), the whole or any portion of the approved Easterly Development Plan or Westerly Development Plan (as they may be amended), or the whole or any portion of any

subsequently approved PDA development plans for the Site (as they may be amended), then in such case and after substantiation by the University deemed reasonably adequate by the Authority of the reasons for not being able to proceed and after community review, the Authority shall cooperate with the University to modify, alter, or amend its previous approval of such plans and this Agreement in order to allow the University the opportunity to reasonably develop the land that it owns. If, prior to Substantial Construction (as hereinafter defined) of any portion of the Development affected by the PDA Master Plan and/or by a given PDA development plan or plans, the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the PDA Master Plan and/or such PDA development plan or plans, then the Authority agrees, after community review and upon the University's request, to (i) vote to revoke the PDA designation for the Site if no portion of the Site has been developed in accordance with the PDA Master Plan or applicable PDA development plan or plans (and to recommend and publicly support such revocation by the Boston Zoning Commission and the Mayor) or (ii) vote to release from the PDA Master Plan and/or applicable PDA development plan or plans those portions of the Site not developed in accordance with the PDA Master Plan and/or applicable PDA development plan or plans if a portion (but not all) of the Site has been developed in accordance with the PDA Master Plan and/or applicable PDA development plan or plans (and

to recommend and publicly support such release by the Boston Zoning Commission and the Mayor). Upon revocation of the PDA designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect with respect to this Agreement, any PDA master plans and development plans and any Development Impact Project plans and agreements. The University acknowledges that, under the current Boston Zoning Code, the Site would be governed by underlying zoning upon such revocation. The University further acknowledges that the 1984 Agreement currently provides that the University will develop the Site as a PDA requiring submission and approval of a PDA master plan and PDA development plan or plans for the Site. If the parties acting in good faith cannot agree as to an appropriate modification, alteration or amendment to the PDA Master Plan and/or the applicable PDA development plan or plans, and if the University so requests, the Authority agrees that the University shall have no further obligation to proceed with such whole, or portion, as the case may be, of the approved PDA Master Plan and/or the applicable PDA development plan or plans.

For purposes of this Agreement, "Substantial Construction" shall mean excavation, foundation and construction work on the applicable Project, but shall not include demolition, removal of oil, gasoline tanks or hazardous materials, relocation of infrastructure, or the conduct of borings, soils investigations,

or similar activities whether or not the same require the issuance of a building permit or partial building permit.

20. The Authority acknowledges that, prior to approving the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan pursuant to Sections 3-1A.a and 26A-3.1 of the Code, the Authority found that each of such plans conformed to the general plan for the City as a whole and that nothing in any such plans will be injurious to the neighborhood or otherwise detrimental to the public welfare.

21. Provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the University, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

22. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Site or those claiming through mortgagees of the Site, unless said party obtains title to the Site and proceeds with the development of the Development), it being understood and agreed that the University shall have a right, after notice to the Authority and the PAC, to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and any PDA master plans or development plans and in all or a portion of the Site.

23. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each Component (as defined below) of the Development and shall, as relevant, apply separately to each Component, and a default with respect to a particular Component under any section or provision of this Agreement shall not constitute a default with respect to any other Component. For the purpose of this Agreement, "Component" shall mean any portion of the Development which is located on an individual lot and/or which is separately financed. The Authority acknowledges that certain obligations to be performed hereunder by the University, including without limitation the obligations set forth in sections 18(b) through 18(h) hereof, can be performed only to the extent that the obligor with regard to such obligations controls the facilities or property to which such obligations relate. The Authority agrees, therefore, that no party shall be obligated hereunder to perform any obligations relating to facilities or property not controlled by such party.

24. The liability of the University or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any

such person's or entity's separate assets or property, shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

25. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or a particular Project.

26. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

27. The University and the Authority have executed a Development Impact Project Agreement dated _____, 1990 for the Development (the "DIP Agreement") and the University agrees that it shall comply with the provisions of the DIP Agreement.

28. The Authority shall, within ten days after written request therefor by the University or any mortgagee of the Development or any portion thereof, provide a certificate in writing, as requested or applicable, that this Agreement (or any particular section hereof specified by the requesting party), the PDA Master Plan and any applicable PDA development plan or plans are in full force and effect and unmodified, or in what respects the Agreement or such plans are no longer in force and effect or have been modified, and that the University is in compliance with this Agreement (or any particular section hereof specified by the requesting party) and with such plans, or in what respects there is non-compliance, or as to any other matter reasonably related to the Development which the requesting party may reasonably request of the Authority.

29. The Authority hereby authorizes the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of consents or approvals and the execution and delivery of certificates), and any action so taken shall be binding upon the Authority.

30. All notices or other communications required or permitted to be given under this Agreement shall be in writing,

signed by a duly authorized officer or representative of the Authority or the University, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested or mailed postage pre-paid by overnight mail, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service or with an overnight mail service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

University: Trustees of Boston University
881 Commonwealth Avenue
Boston, MA 02215
Attention: Vice President for
Enrollment Management

with a copy to: Office of the General Counsel
Boston University
125 Bay State Road
Boston, MA 02215
Attention: Real Estate Counsel

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Chief General Counsel

and a copy to: Project Advisory Committee
c/o Mr. Henry Ragin
36 Gerald Road
Brighton, MA 02135

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form: BOSTON REDEVELOPMENT AUTHORITY

By: _____
Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority
Stephen Coyle, Director

TRUSTEES OF BOSTON UNIVERSITY

By: _____
George A. Schiller, Jr.
Vice President

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Vote
- Exhibit C: PDA Master Plan
- Exhibit D: Easterly Development Plan
- Exhibit E: Westerly Development Plan
- Exhibit F: Schedule of Schematic Design Drawings for Easterly Development Area and Westerly Development Area
- Exhibit G: Schedule of Design Development Drawings for Easterly Development Area
- Exhibit H: Development Review Procedures

EXHIBIT A
to Cooperation Agreement

(exhibit begins on next page)

SOUTHERLY by Commonwealth Avenue, 896.71 feet;

Westerly by Giffney Street, 763.95 feet;

NORTHEASTERLY by land of the Massachusetts Turnpike Authority, 764.35 feet; and

EASTERLY by land of Trustees of Boston University, 871.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. Deed of Boston Edison Company, dated December 25, 1921, and recorded with Suffolk Registry of Deeds in Book 9896, Page 247; and
- b. Deed of the Commonwealth of Massachusetts, dated February 3, 1927, and recorded with said Registry in Book 12395, Page 9.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.73 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 764.35 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B

to Cooperation Agreement

(exhibit begins on next page)

See Resolutions to which this Cooperation Agreement is attached.

EXHIBIT C
to Cooperation Agreement

(exhibit begins on next page)

See Exhibit I to these Resolutions.

(Exhibit begins on next page)

EXHIBIT D
to Cooperation Agreement

(exhibit begins on next page)

See Exhibit II to these Resolutions.

EXHIBIT E
to Cooperation Agreement

(exhibit begins on next page)

See Exhibit III to these Resolutions.

Exhibit begins on next page

ARIZONA UNIVERSITY
 400 COMMERCIAL AVENUE
 SB PROJECT NO. 8924-02

EXHIBIT F
 to Cooperation Agreement

DRAWING LIST: (exhibit begins on next page)

EASTERN AND WESTERN DEVELOPMENT AREA

DWG #	DRAWING TITLE	ISSUE DATE
<i>General</i>		
1	Title Sheet	27-Jan-99
2	Views Sheet #1	27-Jan-99
3	Views Sheet #2	27-Jan-99
4	Site Landscape - Plan A	27-Jan-99
5	Site Landscape - Plan B	27-Jan-99
6	Site Landscape - Plan C	27-Jan-99
7	Site Landscape - Plan D	27-Jan-99
8	Site Plan, 1/8" = 1'	27-Jan-99
9	Section - A & B - 1/8" = 1'	27-Jan-99
10	Parking Level Plan - EL. 10.0' - 1/16"	27-Jan-99
11	Parking Level Plan - EL. 21.5' - 1/16"	27-Jan-99
12	Parking Level Plan - EL. 31.5' - 1/16"	27-Jan-99
13	Roof Plan - EL. 42.0' - 1/16"	27-Jan-99
14	Floor Plan - EL. 52-56, 1/16"	27-Jan-99
15	Floor Plan - EL. 56-57, 1/16"	27-Jan-99
16	Floor Plan - EL. 119-121, 1/16"	27-Jan-99
17	Floor Plan - EL. 121-123, 1/16"	27-Jan-99
18	Floor Plan - EL. 173, 1/16"	27-Jan-99
19	Elevation	27-Jan-99
20	Elevation	27-Jan-99
21	Elevation	27-Jan-99
22	Site Section A-A	27-Jan-99
23	Site Section B-B	27-Jan-99
24	Site Section C-C	27-Jan-99
25	Site Section D-D	27-Jan-99
26	Site Section E-E	27-Jan-99
27	Unit Plan A & B	27-Jan-99
28	Unit Plan C & F	27-Jan-99
29	Unit Plan G 1, D 1, C 3 & F 1 & A 1	27-Jan-99
30	Unit Plan B 2 & B 3	27-Jan-99
31	Shadow Studies - March	27-Jan-99
32	Shadow Studies - June	27-Jan-99
33	Shadow Studies - June	27-Jan-99
34	Shadow Studies - September	27-Jan-99
35	Shadow Studies - December	27-Jan-99
36	Shadow Studies - December	27-Jan-99

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.02

**DRAWING LIST: SCHEMATIC DESIGN
EASTERLY AND WESTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

General

1	Title Sheet	27-Jan-89
2	Views Sheet #1	27-Jan-89
3	Views Sheet #2	27-Jan-89
4	Site Landscape - Plan A	27-Jan-89
5	Site Landscape - Plan B	27-Jan-89
6	Site Landscape - Plan C	27-Jan-89
7	Site Landscape - Plan D	27-Jan-89
8	Site Plan, 1/40"	27-Jan-89
9	Section A-A & B-B, 1/32"	27-Jan-89
10	Parking Level Plan - El. 12.0', 1/16"	27-Jan-89
11	Parking Level Plan - El. 21.5', 1/16"	27-Jan-89
12	Parking Level Plan - El. 31.0', 1/16"	27-Jan-89
13	Retail/Plaza - El. 42.0', 1/16"	27-Jan-89
14	Floor Plan - El. 55-58, 1/16"	27-Jan-89
15	Floor Plan - El. 65-67, 1/16"	27-Jan-89
16	Floor Plan - El. 119-121, 1/16"	27-Jan-89
17	Floor Plan - El. 121-128, 1/16"	27-Jan-89
18	Floor Plan - El. 173, 1/16"	27-Jan-89
19	Elevations	27-Jan-89
20	Elevations	27-Jan-89
21	Elevations	27-Jan-89
22	Site Section A-A	27-Jan-89
23	Site Section B-B	27-Jan-89
24	Site Section C-C	27-Jan-89
25	Site Section D-D	27-Jan-89
26	Site Section E-E	27-Jan-89
27	Unit Plan A & B	27-Jan-89
28	Unit Plan C & F	27-Jan-89
29	Unit Plan D.1, D.2, D.3 & F.1 & A.1	27-Jan-89
30	Unit Plan B.2 & B.3	27-Jan-89
31	Shadow Studies - March	27-Jan-89
32	Shadow Studies - June	27-Jan-89
33	Shadow Studies - June	27-Jan-89
34	Shadow Studies - September	27-Jan-89
35	Shadow Studies - December	27-Jan-89
36	Shadow Studies - December	27-Jan-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.02

DRAWING LIST: SCHEMATIC DESIGN
EASTERLY AND WESTERLY DEVELOPMENT AREA

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Landscape

L1	Landscape Site Plan A	23-Feb-89
L2	Landscape Site Plan B	23-Feb-89
L3	Landscape Site Plan C	23-Feb-89
L4	Landscape Site Plan D	23-Feb-89
L5	Landscape Grading Plan A	23-Feb-89
L6	Landscape Grading Plan B	23-Feb-89
L7	Landscape Grading Plan C	23-Feb-89
L8	Landscape Grading Plan D	23-Feb-89
L9	Landscape Sections A & B	23-Feb-89
L10	Landscape Sections C & D	23-Feb-89
L11	Landscape Sections E & F	23-Feb-89
L12	Landscape Sections G & H	23-Feb-89
L13	Landscape Sections I & J	23-Feb-89
L14	Landscape Section K	23-Feb-89
L15	Landscape Details	23-Feb-89
L16	Landscape Details	23-Feb-89
L17	Irrigation Plan A	23-Feb-89
L18	Irrigation Plan B	23-Feb-89

Landscape

L-2	Site and Planting Plan	06-Nov-89
L-3	Site and Planting Plan	06-Nov-89
L-6	Grading and Materials Plan	06-Nov-89
L-7	Grading and Materials Plan	06-Nov-89
L-20	Irrigation Plan	06-Nov-89

Landscape

L01	Site and Planting Plan B	23-Jan-90
L02	Site and Planting Plan C	23-Jan-90

EXHIBIT G
to Cooperation Agreement
(exhibit begins on next page)

DRAWING LIST

BOSTON REDEVELOPMENT AUTHORITY
APPROVED SUBMISSIONS

NOTE: Architectural and landscape design drawings are reviewed in accordance with Design Development requirements. Engineering drawings and other reports reviewed only as to design and reported to the extent required by Design Development requirements.

The authority reserves the right in the Construction Document stage to review and approve all submittals and approvals.

BOSTON UNIVERSITY
 880 COMMONWEALTH AVENUE
 CB PROJECT NO. 002402

DRAWING LIST: DESIGN DEVELOPMENT
 EASTERLY DEVELOPMENT AREA

DRAWING LIST

DWG #	DRAWING TITLE	DATE
-------	---------------	------

BOSTON REDEVELOPMENT AUTHORITY APPROVED SUBMISSIONS

		20-Nov-08
--	--	-----------

DWG #	DRAWING TITLE	DATE
-------	---------------	------

General

1	Top Sheet	
---	-----------	--

Site Information

1019	Existing Conditions Topography	18-Oct-09
------	--------------------------------	-----------

Landscape

L-1	Site and Planting Plan	25-Nov-07
L-1A	Site and Planting Plan	18-Nov-08
L-4	Site and Planting Plan	05-Nov-07
L-2	Grading and Materials Plan	05-Nov-07
L-6	Grading and Materials Plan	05-Nov-08
L-9	Site Sections	25-Nov-07
L-10	Site Sections	05-Nov-08
L-11	Site Sections	05-Nov-08
L-12	Site Sections	05-Nov-07
L-13	Site Sections	05-Nov-08
L-14	Site Sections	05-Nov-08
L-15	Site Details	05-Nov-08
L-16	Site Details	25-Nov-07
L-17	Site Details	05-Nov-08
L-18	Site Details	05-Nov-08

NOTE: Architectural and landscape design drawings are approved in accordance with Design Development requirements. Engineering drawings and project report reviewed only as to design and approved to the extent required by Design Development requirements.

General

07-1		
------	--	--

The authority reserves the right in the Construction Document stage to review and approve all exterior materials and landscaping.

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

	Project Report	06-Nov-89
--	----------------	-----------

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

General

1	Title Sheet	
---	-------------	--

Site Information

A010	Existing Conditions/Topographic	18-Oct-89
------	---------------------------------	-----------

Landscape

L-1	Site and Planting Plan	06-Nov-89
L-1A	Site and Planting Plan	06-Nov-89
L-4	Site and Planting Plan	06-Nov-89
L-5	Grading and Materials Plan	06-Nov-89
L-8	Grading and Materials Plan	06-Nov-89
L-9	Site Sections	06-Nov-89
L-10	Site Sections	06-Nov-89
L-11	Site Sections	06-Nov-89
L-12	Site Sections	06-Nov-89
L-13	Site Sections	06-Nov-89
L-14	Site Sections	06-Nov-89
L-15	Site Details	06-Nov-89
L-16	Site Details	06-Nov-89
L-17	Site Details	06-Nov-89
L-18	Site Details	06-Nov-89
L-19	Irrigation Plan	06-Nov-89

Geotechnical

GT-1	Schematic Sections -	
	Temporary Lateral Earth Support System	17-Jan-89

BOSTON UNIVERSITY
 899 COMMONWEALTH AVENUE
 CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
 EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Landscape

L00	Site and Planting Plan A	23-Jan-90
L03	Site and Planting Plan D	23-Jan-90

1/16" Plans

A020	B-3 Floor Plan	06-Nov-89
A021	B-2 Floor Plan	06-Nov-89
A022	B-1 Floor Plan	06-Nov-89
A023	First Floor Plan	06-Nov-89
A024	Second Floor Plan	06-Nov-89
A025	Typical Floor Plan: 3rd - 6th Floors	06-Nov-89
A026	Seventh Floor Plan	06-Nov-89
A027	Eighth Floor Plan	06-Nov-89
A028	Ninth Floor Plan	06-Nov-89
A029	Typical Floor Plan: 10th - 14th Floors	06-Nov-89
A030	Fifteenth Floor Plan	06-Nov-89
A031	Typical Floor Plan: 16th - 18th Floors	06-Nov-89
A032	Penthouse Floor Plan	06-Nov-89
A033	Roof Plan	06-Nov-89

Floor Plans

A100	Basement Level B3A	06-Nov-89
A101	Basement Level B3B	06-Nov-89
A102	Basement Level B3C	06-Nov-89
A103	Basement Level B2A	06-Nov-89
A104	Basement Level B2B	06-Nov-89
A105	Basement Level B2C	06-Nov-89
A106	Basement Level B1A	06-Nov-89
A107	Basement Level B1B	06-Nov-89
A108	Basement Level B1C	06-Nov-89
A109	1st Floor Plan-A	06-Nov-89
A110	1st Floor Plan-B	06-Nov-89
A111	1st Floor Plan-C	06-Nov-89
A112	2nd Floor Plan-B	06-Nov-89
A113	Typical Floor Plan: 2nd-6th Floors - A	06-Nov-89
A114	Typical Floor Plan: 3rd-6th Floors - B	06-Nov-89
A115	7th Floor Plan-A	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
A116	7th Floor Plan-B	06-Nov-89
A117	Typical Floor Plan: 8th-9th Floors - A	06-Nov-89
A118	Typical Floor Plan: 8th-9th Floors - B	06-Nov-89
A119	Penthouse/Roof Plan-A	06-Nov-89
A120	Penthouse/Roof Plan-B	06-Nov-89
A121	Typical Floor Plan: 2nd-7th Floors - C	06-Nov-89
A122	8th Floor Plan-C	06-Nov-89
A123	9th Floor Plan-C	06-Nov-89
A124	Typical Floor Plan: 10th-14th Floors - C	06-Nov-89
A125	15th Floor Plan-C	06-Nov-89
A126	Typical Floor Plan: 16th-18th Floors - C	06-Nov-89
A127	Penthouse/Roof Plan-C	06-Nov-89

Reflected Ceiling Plans

A200	Basement Level 3A	06-Nov-89
A208	Not Used	
A209	1st First Plan-A	06-Nov-89
A210	1st Floor Plan-B	06-Nov-89
A211	1st Floor Plan-C	06-Nov-89
A212	2nd Floor Plan-B	06-Nov-89
A213	3rd Floor Plan A, R.C.P.	06-Nov-89
A214	3rd Floor Plan B, R.C.P.	06-Nov-89
A215	3rd Floor Plan C, 5.3	06-Nov-89

Building Sections: Scale: 1/16" = 1'-0"

A300	Sec. A-A	06-Nov-89
A301	Sec. B-B	06-Nov-89
A302	Sec. C-C	06-Nov-89
A303	Sec. D-D	06-Nov-89
A304	Sec. E-E	06-Nov-89
A305	Sec. F-F	06-Nov-89
A306	Sec. G-G	06-Nov-89
A307	Sec. H-H	06-Nov-89

A300	Sec. A-A	06-Nov-89
A301	Sec. B-B	06-Nov-89
A302	Sec. C-C	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Building Elevations: Scale: 1/8" = 1'-0"

A310	South Elevation (Front)	06-Nov-89
A311	East Elevation	06-Nov-89
A312	Northeast & Partial North & East	06-Nov-89
A313	West & Southwest Elevations	06-Nov-89
A314	Partial West El. & East El.	06-Nov-89
A315	Partial West & North El.	06-Nov-89
A316	South & East El.	06-Nov-89
A317	North Elevation	06-Nov-89
A318	South Elevation & West Elevation	06-Nov-89
A319	West & Partial West Elevations	06-Nov-89

Exterior Wall Sections

A350	Exterior Wall Sections #1	06-Nov-89
A351	Exterior Wall Sections #2	06-Nov-89
A352	Exterior Wall Sections #3	06-Nov-89
A353	Exterior Wall Sections #4	06-Nov-89
A354	Exterior Wall Section & Ptl. Plan/Elevation	06-Nov-89
A355	Exterior Wall Section & Ptl. Plan/Elevation	06-Nov-89

Interior Elevations

A600	Interior Elevations First Floor	06-Nov-89
A601	Interior Elevations First and Second Floor	06-Nov-89
A602	Interior Elevations First Floor	06-Nov-89

Stair Sections: Scale: 1/4" = 1'-0"

A800	Stair #1	06-Nov-89
A801	Stair #2	06-Nov-89
A802	Stair #3	06-Nov-89
A803	Stair #3	06-Nov-89
A804	Stair #8	06-Nov-89

Window Schedule

A930	Window Types	06-Nov-89
A931	Storefront Types	06-Nov-89
A932	Storefront Types	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

DRAWING LIST: DESIGN DEVELOPMENT EASTERLY DEVELOPMENT AREA

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	------------

Schedule

A950	Partition Types	06-Nov-89
----	Brick/Window Jamb Studies B	08-Jan-90

Structural

S1	General Notes and Typical Details	06-Nov-89
S2	Typical Details	06-Nov-89
S3	Typical Details	06-Nov-89
S4	Basement Level Three A	06-Nov-89
S5	Basement Level Three B	06-Nov-89
S6	Basement Level Three C	06-Nov-89
S7	Basement Level Two A	06-Nov-89
S8	Basement Level Two B	06-Nov-89
S9	Basement Level Two C	06-Nov-89
S10	Basement Level One A	06-Nov-89
S11	Basement Level One B	06-Nov-89
S12	Basement Level One C	06-Nov-89
S13	First Floor Plan A	06-Nov-89
S14	First Floor Plan B	06-Nov-89
S15	First Floor Plan C	06-Nov-89
S16	Second Floor Plan A	06-Nov-89
S17	Second Floor Plan B	06-Nov-89
S18	Third-Seventh Floor Plan A	06-Nov-89
S19	Third-Seventh Floor Plan B	06-Nov-89
S20	Eighth Floor Plan A	06-Nov-89
S21	Eighth Floor Plan B	06-Nov-89
S22	Ninth Floor Plan A	06-Nov-89
S23	Ninth Floor Plan B	06-Nov-89
S24	Penthouse Level Plan A	06-Nov-89
S25	Penthouse Level Plan B	06-Nov-89
S26	Second Floor Plan C	06-Nov-89
S27	Third-Eighth Floor Plan C	06-Nov-89
S28	Ninth Floor Plan C	06-Nov-89
S29	Tenth Floor Plan C	06-Nov-89
S30	Eleventh to Fifteenth Floor Plan C	06-Nov-89
S31	Sixteenth Floor Plan C	06-Nov-89
S32	Seventeenth, Eighteenth, & Penthouse Level Plans C	06-Nov-89
S33	Column Schedule	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

S34	Brace Frame Elevations, Sections, and Details	06-Nov-89
S35	Brace Frame Elevations, Sections & Details	06-Nov-89
S36	Concrete Sections and Details	06-Nov-89
S37	Steel Sections and Details	06-Nov-89

Plumbing

P0-01	Plumbing Legend	06-Nov-89
P0-02	Plumbing Schedules	06-Nov-89
P1-01	Plumbing Riser Diagram	06-Nov-89
P1-02	Plumbing Riser Diagram	06-Nov-89
P1-03	Plumbing Riser Diagram	06-Nov-89
P1-04	Plumbing Fire Protection Riser Diagram	06-Nov-89
P1-05	Domestic Hot Water Riser	06-Nov-89
P1-06	Details	06-Nov-89
P1-07	Details	06-Nov-89
P1-08	Domestic Hot Water Riser Diagram	06-Nov-89
P2-01-3	Level 10	06-Nov-89
P2-02-1	Level 20-A, Parking	06-Nov-89
P2-03-1	Level 30-A, Parking	06-Nov-89
P2-03-2	Level 30-B, Parking	06-Nov-89
P2-03-3	Level 30	06-Nov-89
P2-05A	2nd thru 7th Floor Plans & Part. Plan at 899 - A	06-Nov-89
P2-05B	2nd Floor & Commons at 899 - B	06-Nov-89
P2-06B	3rd thru 7th Floor Plan & Part. Plan at 899 - B	06-Nov-89
P2-07A	8th and 9th Floor Plans at 899 - A	06-Nov-89
P2-07B	8th and 9th Floor Plans at 899 - B	06-Nov-89
P2-10	2nd thru 9th Floor Plan at 28 - C	06-Nov-89
P2-11	10th thru 15th Floor Plan at 28 - C	06-Nov-89
P2-12	16th thru 18th Floor Plan at 28 - C	06-Nov-89
P2-13	Penthouse and Core Plans - C	06-Nov-89

BOSTON UNIVERSITY
 899 COMMONWEALTH AVENUE
 CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
 EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	------------

HVAC

M0-01	HVAC Legend - Schedules	06-Nov-89
M0-01A	Schedules	06-Nov-89
M0-02	Mechanical Details	06-Nov-89
M1-01	Intake and Exhaust Risers	06-Nov-89
M1-02	Exhaust Risers	06-Nov-89
M1-03	Chilled Water Risers	06-Nov-89
M1-04	Heating Hot Water Risers	06-Nov-89
M1-05	Mechanical Flow Diagrams	06-Nov-89
M1-06	Mechanical Flow Diagrams	06-Nov-89
M2-01-1	Parking, Level 10-A	06-Nov-89
M2-01-2	Parking, Level 10-B	06-Nov-89
M2-01-3	Parking, Level 10-C	06-Nov-89
M2-02-1	Parking, Level 20 - A	06-Nov-89
M2-02-2	Parking, Level 20 - B	06-Nov-89
M2-02-3	Parking, Level 20 - C	06-Nov-89
M2-03-1	Parking and Retail Level 30-A	06-Nov-89
M2-03-2	Parking and Retail Level 30-B	06-Nov-89
M2-03-3	Parking and Retail Level 30-C	06-Nov-89
M2-04A	Retail at 899 - A	06-Nov-89
M2-04B	Retail and Common at 899 - B	06-Nov-89
M2-05A	2nd thru 6th Floor Plans at 899 - A	06-Nov-89
M2-05B	2nd Floor and Commons at 899 - B	06-Nov-89
M2-06B	3rd thru 6th Floor Plans at 899 - B	06-Nov-89
M2-07A	7th Floor Plan at 899 - A	06-Nov-89
M2-07B	7th Floor Plan at 899 - B	06-Nov-89
M2-08A	8th and 9th Floor Plans at 899 - A	06-Nov-89
M2-08B	8th and 9th Floor Plans at 899 - B	06-Nov-89
M2-09	Commons Level at 28 - C	06-Nov-89
M2-10	2nd thru 9th Floor Plans at 28 - C	06-Nov-89
M2-11	10th thru 15th Floor Plans at 28 - C	06-Nov-89
M2-12	16th thru 18th Floor Plans at 28 - C	06-Nov-89
M2-13	Roof Plan - C	06-Nov-89

BOSTON UNIVERSITY
 899 COMMONWEALTH AVENUE
 CBI PROJECT NO. 8824.03

DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Electrical

E0-1	Symbol List	
E1-1	Power Riser Diagram	
E2-1A	Parking Level 10-A	
E2-1B	Parking Level 10-B	
E2-1C	Parking Level 10-C	
E2-2A	Parking, Level 20 at Part A	
E2-3A	Parking and Retail Level 30 A	
E2-3B	Parking and Retail Level 30 B	
E2-6A	3rd thru 6th Floor Plans at 899 - A	
E2-6B	3rd thru 6th Floor Plans at 899 - B	
E2-7A	7th Floor Plan at 899 - A	
E7-7A	7th Floor Plan at 899 - B	
E2-8A	8th and 9th Floor Plans at 899 - A	
E2-8B	8th and 9th Floor Plans at 899 - B	
E2-11	3rd thru 7th Floor Plans at 28 - C	
E2-12	8th Floor Plan at 28 - C	
E2-13	9th Floor Plan at 28 - C	
E2-14	10th thru 14th Floor Plans at 28 - C	
E2-15	15th Floor Plan at 28 - C	
E2-16	16th thru 19th Floor Plans at 28 - C	
E2-17	Penthouse Plan at 28 - C	

EXHIBIT H
to Cooperation Agreement
(exhibit begins on next page)

DEVELOP- MENT REVIEW PROCEDURES

EXHIBIT ____

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Farrell, Chairman

Joseph J. Walsh, Vice-Chairman

James E. Flaherty, Treasurer

Clarence J. Jones, Vice-Treasurer

Michael F. Denlan, Member

Kate Simonian, Secretary

Stephen Coyle, Director

1955, Revised 1985

TABLE OF CONTENTS

Introduction	1
Development Review Procedures	2
BRA Review Authority	2
Submission Requirements	2
Fees	11
Appendices	21
Appendix 1: Sample Prop Forms	
Appendix 2: DEVELOPMENT REVIEW PROCEDURES	
Appendix 3: Boston Jobs Policy	
Appendix 4: BRA Review Authority	

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Farrell, Chairman
Joseph J. Walsh, Vice-Chairman
James K. Flaherty, Treasurer
Clarence J. Jones, Vice-Treasurer
Michael F. Donlan, Member
Kane Simonian, Secretary
Stephen Coyle, Director

1985, Revised 1986

TABLE OF CONTENTS

	<u>Page</u>
Introduction	1
Development Review Procedures	2
BRA Review Authority	5
Submission Requirements	9
Fees	22
Appendices	23
Appendix 1: Sample Pro Forms	
Appendix 2: Fair Housing Requirements	
Appendix 3: Boston Jobs Policy	
Appendix 4: MEPA Review Authority	

This booklet outlines the BRA's review process, describes the services which initiate the BRA's various review functions, outlines the stages of its review, and provides a comprehensive list of submission requirements and development review fees. Projects vary in size and complexity; therefore not all requirements are appropriate to all projects. For example, requests for zoning actions to construct a three-unit dwelling require a review quite different than that for a multi-story commercial project. The extent of the review is defined at an initial meeting between the developer and BRA staff.

Before construction on any project commences, a building permit must be obtained from DCR which is responsible for enforcing the zoning code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy.

The Massachusetts Environmental Policy Act (MEPA) requires a state review of certain projects to evaluate their environmental impacts. Because MEPA applies to a number of projects which undergo BRA review, MEPA's authority and procedures are outlined in Appendix 4.

INTRODUCTION

As the city's planning and development agency, the Boston Redevelopment Authority (BRA) functions as a coordinator for development projects and has direct responsibility for reviewing development proposals. The BRA's review authority covers a wide range of projects. Projects may require zoning review initiated by a request for a building or occupancy permit from the Inspectional Services Department (ISD), review of financing mechanisms such as Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs), and review of proposals for publicly owned land.

The BRA reviews proposals for their overall viability and expected benefits to the city. Review criteria may vary depending on location, type, and size of the project. Design criteria include specifications for building height, massing, materials, and other guidelines to preserve Boston's history and character. Environmental concerns which are assessed include a project's impacts on sunlight, daylight, wind, groundwater, and air and water quality, both during construction and upon completion. Effects on surrounding neighborhoods, displacement, and community participation are also considered in the review process. Transportation review is concerned with the impacts of additional traffic, parking and loading, and examines proposed changes to rights-of-way or physical changes, encroachments on public space, curb cuts, and requirements of the Boston Air Pollution Control Commission, if applicable. Review criteria are included in the Zoning Code and planning documents.

This booklet outlines the BRA's review process, describes the sources which initiate the BRA's various review functions, outlines the stages of its review, and provides a comprehensive list of submission requirements and development review fees. Projects vary in size and complexity; therefore not all requirements are appropriate to all projects. For example, requests for zoning actions to construct a three-unit dwelling require a review quite different than that for a multi-story commercial project. The extent of the review is defined at an initial meeting between the developer and BRA staff.

Before construction on any project commences, a building permit must be obtained from ISD which is responsible for enforcing the Zoning Code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy.

The Massachusetts Environmental Policy Act (MEPA) requires a state review of certain projects to evaluate their environmental impacts. Because MEPA applies to a number of projects which undergo BRA reviews, MEPA's authority and procedures are outlined in Appendix 4.

STEP TWO: SCHEMATIC REVIEW

This review is intended to secure agreement on and approval of the basic development concept prior to extensive design development. At this stage, the developer submits schematic materials reviewed by the BRA. BRA staff reviews the proposal and recommends approval or denial. The schematic design is subject to environmental review to determine

Page Twenty Only is available in the general public at market rates.

BRA DEVELOPMENT REVIEW PROCEDURES

To evaluate the quality and appropriateness of a proposal based on objectives stated in plans, guidelines, and regulations governing development in Boston, the Boston Redevelopment Authority conducts a four-stage review process. This review is conducted by BRA staff from its design, development, planning, transportation, environmental, zoning, and engineering departments. The staff is assisted on a project by project basis by citizen advisory groups, the Boston Civic Design Commission, professional associations, and other constituencies. The time-frame for development review and the sequence of phasing may vary depending on the complexity of the project.

Concurrent with the design review of a project and prior to project approval, developers may be required to formulate (1) an access plan which outlines how adverse traffic impacts will be mitigated; (2) an affirmative housing plan*, and (3) an employment plan. The submission materials and circumstances under which such plans are required are outlined in the following section entitled "Submission Requirements".

Step One: DEVELOPMENT CONCEPT

Projects are either privately or publicly initiated and the first step in development review varies accordingly. For a privately initiated project, the developer contacts the BRA with a letter of interest which briefly describes the project. The BRA meets with the developer to discuss the development concept, government regulations and procedures, and submission requirements appropriate to the project from the comprehensive list included in this document.

Publicly initiated projects include the disposition or leasing of city- or BRA-owned property which, because of size and location, require development review by the BRA. At the request of the city for city-owned property or at its own behest for BRA-owned property, the BRA may prepare a developer's kit for a specific site, outlining the development concept and guidelines. A request for proposals to develop the site is usually publicly advertised. The applicants are interviewed and the proposals are reviewed by the BRA. For projects proposed in a neighborhood setting, community representatives are notified. Based on the evaluation, the BRA grants tentative designation to a developer for BRA-owned property, or for city-owned property recommends a developer to the Real Property Board or Public Facilities Commission. From this point on, publicly and privately initiated projects follow similar review procedures. In some cases for BRA-owned property, tentative designations will not be made until after schematic review.

Step Two: SCHEMATIC REVIEW

This review is intended to secure agreement on and approval of the basic development concept prior to extensive design development. At this stage, the developer submits schematic project materials requested by the BRA. BRA staff reviews the proposal and recommends revisions. The schematic design is subject to environmental review to determine

*Applicable only to housing available to the general public at market rates.

microclimate and other impacts, and, if necessary, the project is changed to mitigate adverse impacts. During the schematic stage, various environmental impacts will be assessed, especially traffic, wind, sunlight and daylight. For large-scale projects, a draft environmental impact assessment report may be required. Simultaneously, the Boston Civic Design Commission (BCDC) reviews schematic designs to make recommendations to the Mayor and the BRA as to the Commission's approval, need for modification or further review, or disapproval of the plans. If two-thirds of the Commission votes to disapprove of the schematic design, a redesign is required. Acceptance by BRA staff and BCDC of the schematic design initiates the next stage of review.

Step Three: DESIGN DEVELOPMENT

The third phase of review is intended to secure agreement on and approval of the final design prior to extensive and detailed work on the working drawings. At this stage, financing mechanisms are refined. Applications for government subsidy programs are prepared for publicly supported projects. ISD staff shall join in the review process at this stage.

The developer submits design development materials as requested by the BRA and ISD. The materials are reviewed by BRA and ISD staff and, if necessary, modifications are requested. A final environmental review is conducted and a final environmental impact assessment report may be required.

At this stage, the BRA Board acts on development proposals to recommend appropriate zoning actions to the Zoning Commission and Board of Appeal, and to designate or recommend developers for public property. The public is invited to comment on projects. Based on BRA and ISD staff analyses and public comments, the Board recommends appropriate actions to other government entities and/or grants final designation of developers for BRA property. The timing of BRA Board actions with respect to the final designation of developers may vary. If final designation precedes any aspect of review, the developer is nonetheless bound to complete all requirements prior to the BRA's approval of contract documents.

The Zoning Commission and Board of Appeal consider the BRA's recommendations in their decisions. The Board of Appeal may condition its approval of a requested zoning action on final design review by the BRA. (Zoning Procedures, a booklet which complements this one, outlines the stages of zoning review.)

Step Four: CONTRACT DOCUMENTS

Prior to the issuance of a building permit by the Inspectional Services Department, the BRA and ISD review final working drawings and the selection of all building materials visible to the public. This review is intended to secure final agreement on and approval of the contract documents and the complete proposal.

During preparation of the contract documents, it is the developer's responsibility to notify the Authority and secure its approval of all changes from the approved design development drawings that are contemplated for site improvements, exterior facades, roofscape and interior public spaces. Progress drawings representing 50% completion of the contract documents may be required for review by the Authority*.

Once contract documents have been approved and construction has begun, the only items subject to additional review will be requests for change orders in the construction. The developer must request permission to make changes from approved drawings, which may not be undertaken until such approval has been obtained from the BRA and ISD. Site visits may be conducted to ensure construction of the project is in accordance with the contract documents. After review of the project by BRA staff, a certificate of completion will be approved by the Board, certifying that the project has been completed according to the terms of the Authority's tentative and final designations. A Certificate of Occupancy must be obtained from ISD prior to occupancy of the building*.

For use Variance and Conditional Use Permits

To obtain a variance an applicant must demonstrate that special circumstances exist which make a property different from others in the district. The Zoning Code specifies which uses are conditional, as opposed to those which are specifically allowed or forbidden in a district. The applicant must also demonstrate that the proposed use is suitable for its location and will not have a detrimental effect on the surrounding area.

Special Zoning Designations

The Zoning Code defines several categories of special purpose zoning districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Intensive Planning Overlay Districts (IPDs). In these districts, the regulations specified for the base district apply, except where they are in conflict with the special regulations for a particular zoning district which then requires a special zoning designation. Special zoning designations require a zoning amendment in addition to other procedures and can be sought for PDAs and URAs.

2. Planned Development Areas

PDAs may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the applicant must submit a development plan, the Zoning Commission must adopt a plan amendment, and the Board of Appeals must grant a zoning change to PDA.

3. Urban Renewal Subdistricts

An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available only after the Zoning Commission has adopted a plan amendment and the Board of Appeals has granted a zoning change to URA and with the specific requirements for development of the project subdistrict.

* Provisions of paragraph altered by Cooperation Agreement of which these Development Review Procedures are an exhibit.

BRA REVIEW AUTHORITY

A project may require BRA review for three reasons: a request for a building or occupancy permit that requires zoning relief, the use of financing mechanisms, or the leasing or disposition of public property. One or more of these reasons may be applicable to an individual project and will initiate review by the Authority.

1. ZONING REVIEW

Zoning review is initiated by a request for a building or occupancy permit. If the application complies with the Building and Zoning Codes and with other city requirements, a permit is issued by ISD. If a project plan does not comply with the Zoning Code, permission to deviate from the Code may be sought by an exception, variance, conditional use permit from the Board of Appeal after a formal letter of refusal is obtained from ISD. Following BRA staff review and Board recommendation, the Board of Appeal holds a public hearing and the zoning variance or conditional use permit may be approved.

Zoning Variances and Conditional Use Permits

To obtain a variance an applicant must demonstrate that special circumstances exist which make a property different from others in the district. The Zoning Code specifies which uses are conditional, as opposed to those which are specifically allowed or forbidden in a district. The applicant obtains a conditional use permit by demonstrating that the proposed use is suitable for its location and will not have a detrimental effect on the surrounding areas.

Special Zoning Designations

The Zoning Code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Interim Planning Overlay Districts (IPODs). In these districts, the regulations specified for the base district apply, except when they are in conflict with the special regulations for a particular overlay district which then requires a special zoning designation. Special zoning designations require a zoning amendment in addition to other procedures and can be sought for PDAs and URAs.

o Planned Development Areas

PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a development plan, the Zoning Commission must adopt a map amendment, and the Board of Appeal must grant exceptions to the Zoning Code.

o Urban Renewal Subdistricts

An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available only after the BRA is assured the proposal's zoning map amendment conforms with the area's urban renewal plan and with the specific requirements for development of the particular subdistrict.

o Interim Planning Overlay Districts

An Interim Planning Overlay District is a zoning mechanism used to control development while changes to the Zoning Code are being reviewed and debated. IPODs will prohibit the construction of new buildings inconsistent with the proposed Zoning Code changes.

The interim overlay zoning stays in place for only a limited time. If, during the interim period, the original zoning is changed, then the new zoning will control development at the end of the interim period. If no change occurs, the zoning reverts to the previously existing zoning.

Development Impact Projects

A request for a variance, conditional use permit, exception, and zoning map or text amendment triggers the need for Development Impact Project approval if the project is 100,000 square feet or more of commercial space. Developers of such projects are required to make a development impact payment to the Neighborhood Housing Trust or to contribute to the creation of low and moderate-income housing in the city.

Development Impact Project (DIP) Plans must be submitted to the BRA for staff review, and subsequently presented to the BRA Board at a public hearing. If the Board approves the plans, the developer enters into a Development Impact Project Exaction Agreement with the BRA. Under the requirements of the city's Zoning Code, the Board of Appeal and the Zoning Commission can not approve a project until the Authority certifies that a DIP Agreement has been executed.

2. REVIEW OF FINANCING MECHANISMS

The BRA has review authority for three types of financing mechanisms to be used to allow developments which provide public benefits to the city. These financing mechanisms include Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs).

Chapter 121A

Under M.G.L., Chapter 121A and Chapter 652 of the Acts of 1960, the BRA, with the approval of the Mayor, has the power to approve applications for the formation of non-profit, limited dividend or cooperative entities for the purpose of redevelopment in a blighted, open, decadent or substandard area. Chapter 121A essentially offers a tax incentive to build in a blighted area.

Chapter 121A provides for 15 years exemption from taxation on real and personal property. The corporation instead pays a Section 10 excise tax of 5 percent of gross income and \$10 per \$1000 of fair cash valuation to the Commonwealth of Massachusetts. Section 6A payments agreed upon by the corporation and the city are paid directly to the city. Following a BRA staff review, public hearing, and BRA Board approval, the application goes to the Mayor for approval.

Commercial Area Revitalization District

The BRA is responsible for administering the state-assisted grant program, Commercial Area Revitalization District (CARD). Through the CARD program, economic development incentives are made available to commercial and industrial enterprises for development projects and the leasing of new facilities.

To be eligible, a development project or leasing program must be located in a CARD. A CARD may be located in either neighborhoods or the downtown core. The incentives for commercial enterprises to locate in a CARD include below market interest rate Industrial Revenue Bonds, mortgage insurance on a portion of the total project financing, and a net income deduction and tax credit to be applied to state corporate excise taxes which are owed by a commercial enterprise certified as an eligible business facility by the State Job Incentive Bureau.

As the city planning agency, the BRA conducts a financial analysis to determine if the project requires an Industrial Revenue Bond to be economically feasible and if it fits into the CARD plan. Following staff review and approval, a letter of approval is sent to the Boston Industrial Development Finance Agency which issues and approves the Industrial Revenue Bond.

Urban Development Action Grants

An Urban Development Action Grants (UDAG) is a financing mechanism which assist developments requiring public assistance by supplementing the private investment. UDAGs are primarily used for leveraging private investment and job creation. To be eligible for a UDAG, the project must have definitive financial commitment by a private investor and must include housing and community development or economic activity. City of Boston policy stipulates that UDAG funds are made as loans rather than grants. The loan repayments are used for neighborhood economic development projects throughout the city.

The BRA plays a strong role in UDAGs in design and environmental review and the preparation of the UDAG proposal. The City Council gives final approval, prior to the Department of Housing and Urban Development submission.

3. REVIEW FOR THE LEASING AND DISPOSITION OF PUBLIC PROPERTY

The selling or leasing of public property may initiate development review by the BRA. For certain BRA and city-owned parcels, the BRA prepares developer kits which outline design and development guidelines. To formulate guidelines for some parcels, the BRA seeks the assistance of community groups and the Boston Society of Architects. The BRA then makes a request for proposals and reviews the submissions received. A tentative designation is recommended for the most appropriate proposal. The proposal is then subject to the extensive review process described on pages 2-4, similar to that of privately-initiated projects. At its completion, the developer is granted final designation.

SUBMISSION REQUIREMENTS

Following is a comprehensive list of BRA submission requirements. Developers of large projects, typically those greater than 100,000 square feet in size, would be required to provide much of this information. Smaller proposals would provide only the information appropriate to their context and complexity, as defined by the BRA. Financing mechanisms, such as Chapter 121A, CARD, and UDAG programs, have additional requirements which are defined in other booklets. ISD requirements may be obtained from that department.

In addition to full-size scale drawings, 5 copies of a bound booklet containing all submission materials reduced to size 8½ x 11, except where otherwise specified, are required. For projects to be reviewed by the Boston Civic Design Commission, 10 booklets containing the applicant information and the design submission materials are required.

I. Applicant Information

A. Development Team

1. Names

- a. Developer (including description of development or Chapter 121A entity)
- b. Attorney
- c. Project consultants

2. Business address and telephone number for each

3. Designated contact for each

4. Description of current or formerly-owned developments in Boston

B. Legal Information

1. Legal judgements or actions pending concerning the proposed project

2. History of tax arrears on property owned in Boston by development team

3. Property Title Report including current ownership and purchase options of all parcels in the development site

II. Financial Information

(See Appendix 1 for sample forms.)

A. Full disclosure of names and addresses of all financially involved participants and bank references

B. Nature of agreements for securing parcels not owned by prospective developer

- C. Development Pro Forma
- D. Operating Pro Forma
- E. Sales Pro Forma
- F. Additional financial information pertinent to Chapter 121A, CARD, and UDAG applications

III. Project Area

- A. Description of metes and bounds of project area
- B. For Chapter 121A, CARD, UDAG, statements of fact establishing the need and rationale for such a designation (as required in their procedures)

IV. Relocation Information

- A. Statement by applicant concerning applicability to project of any Federal or State Relocation Regulations, and Citation of Regulations believed applicable
- B. If Chapter 121A, 121B or Chapter 79A is applicable then a statement is required that relocation information and relocation plan will be submitted under separate cover in accordance with Chapter 121A, 121B or Chapter 79A requirements.
- C. For projects not covered by federal or state programs containing relocation regulations, the following information:
 - 1. Number of units in building(s) to be demolished or vacated
 - 2. Number of occupied units, by type, per building
 - 3. Tenure of occupants (owner/tenant/sub-tenant)
 - 4. Name and address of each occupant (owner or prime tenant)
 - 5. Information on size and monthly costs:
 - a. Residential unit - number of rooms, bedrooms, and monthly rent, indicating included utilities
 - b. Non-residential - gross square feet of area, number of floors, including ground floors and monthly rent, indicating included utilities
 - 6. Length of occupancy of current occupant in unit (and building if greater)
 - 7. Estimate of the total number of small businesses
 - 8. Number, if any, of minority households or businesses displaced

9. Net increase or decrease in number of units:
 - a. Total number of housing units proposed
 - b. Reduction in rent controlled units

V. Project Design

A. Phase I Submission: Project Schematics*

1. Written description of program elements and space allocation for each element
2. Neighborhood plan and sections at an appropriate scale (1" = 50' or larger) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Black and white 8"x10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line drawings) showing the proposal in the context of the surrounding area
6. Aerial views of the project
7. Site sections at 1" = 20' or larger showing relationships to adjacent buildings and spaces
8. Site plan at an appropriate scale (1" = 20' or larger) showing:
 - a. General relationships of proposed and existing adjacent buildings and open space
 - b. Open spaces defined by buildings on adjacent parcels and across streets

* Project Schematics for Development approved January 25, 1990. No further Project Schematic submissions required.

- c. General location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. Pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. Survey information, such as existing elevations, bench-marks, and utilities
 - f. Phasing possibilities
 - g. Construction limits
9. Massing model at 1" = 100' for use in the Authority's downtown base model.
 10. Drawings at an appropriate scale (e.g., 1" = 8') describing architectural massing, facade design and proposed materials including:
 - a. Building and site improvement plans
 - b. Elevations in the context of the surrounding area
 - c. Sections showing organization of functions and spaces
 11. Preliminary building plans showing ground floor and typical upper floor(s)
 12. Proposed schedule for submission of design development materials
- B. Phase II Submission: Design Development *
1. Revised written description of project
 2. Revised site sections
 3. Revised site plan showing:
 - a. Relationship of the proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets
 - b. Proposed site improvements and amenities including paving, landscaping, lighting and street furniture
 - c. Building and site dimensions, including setbacks and other dimensions subject to zoning requirements
 - d. Any site improvements or areas proposed to be developed by some other party (including identification of responsible party)

* Design Development approved for Easterly Development Area January 25, 1990. No further Design Development submissions required for Easterly Development Area.

- e. Proposed site grading, including typical existing and proposed grades at parcel lines
4. Dimensioned drawings at an appropriate scale (e.g., 1" = 8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:
 - a. Building plans
 - b. Preliminary structural drawings
 - c. Preliminary mechanical drawings
 - d. Sections
 - e. Elevations showing the project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials
5. Large-scale (e.g., 3/4" = 1'-0") typical exterior wall sections, elevations and details sufficient to describe specific architectural components and methods of their assembly
6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces
7. A study model at an appropriate scale (e.g., 1" = 16', or as determined after review of schematic design) showing refinements of facade design.
8. Eye-level perspective drawings showing the project in the context of the surrounding area
9. Samples of all proposed exterior materials
10. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval

C. Phase III Submission: Contract Documents

1. Final written description of project
2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking
3. Complete architectural and engineering drawings and specifications
4. Full-size assemblies (at the project site) of exterior materials and details of construction

5. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets and site improvements
6. Site and building plan at 1" = 100' for Authority's use in updating its 1" = 100' photogrammetric map sheets

D. Phase IV Submission: Construction Inspection

1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents which affect site improvements, exterior facades, roofscape, and interior public spaces shall be submitted to the Authority prior to taking effect.*
2. Shop drawings of architectural components which differ from or were not fully described in contract documents*

VI. BRA Environmental Impact Assessment**

Whether or not a project comes within the purview of the Massachusetts Environmental Policy Act review requirements, the BRA may request all or several of the environmental analyses listed below. The extent of analyses required depends on the size, location, and complexity of the project.

A. Transportation Impacts/Access Plan

1. Parking
 - a. Number of spaces provided indicating public and private allocation
 - b. Reduction in parking from previous use of site
 - c. Proposal's impact on demand for parking
 - d. Parking plan, including layout, access, and size of spaces
 - e. Evidence of compliance with City of Boston parking freeze requirements
2. Loading
 - a. Number of docks
 - b. Location and dimension of docks
3. Access
 - a. Size and maneuvering space on-site or in public right-of-way

* Provisions of paragraph altered by Cooperation Agreement of which these Development Review Procedures are an exhibit.

** Draft EIR submitted December, 1989. No further submissions required with regard to development described in Easterly Development Plan and Westerly Development Plan.

- b. Access, curb cuts, and/or sidewalk changes required
- 4. Vehicular Traffic
 - a. Project vehicular traffic demand and generation (daily and peak-hours) and distribution
 - b. Circulation and access impacts on the local and regional street system and local intersections (traffic impact area), including capacity and level-of-service analyses
 - c. Modal split and vehicle occupancy analysis
- 5. Public Transportation
 - a. Location and availability of public transportation facilities
 - b. Usage and capacity of existing system
 - c. Peak-hour demand and capacity analysis
 - d. Measures to encourage use of public transportation
- 6. Pedestrian Circulation
 - a. Demand and capacity analysis on project area sidewalks
 - b. Connections to public transportation station stops
 - c. Effect on pedestrian flows of project parking and servicing entrances and exits
- 7. Access Plan
 - a. Measures to manage parking demand and optimize use of available parking spaces, including:
 - o Proposed rate structures(s)
 - o Ride-sharing incentives and information dissemination
 - o Set-asides for high-occupancy-vehicles: number and location
 - o Set-asides for after morning commuter peak (usually 9:30 or 10:00 a.m.)
 - b. Measures to encourage public transportation use, including:
 - o Mass transit information dissemination
 - o MBTA pass sales and subsidies
 - o Direct station links or pedestrian connections

- c. Measures to reduce peaking, including:
 - o Encouragement of flexible work hours
 - o Restrictions on service and good deliveries
- d. Measures to mitigate construction impacts, including:
 - o Time and routes of truck movements
 - o Storage of materials and equipment
 - o Worker parking and commuting plan
- e. Monitoring and reporting measures

B. Wind

Information on pedestrian level winds is required during the schematic design stage for build and no-build conditions. Wind tunnel testing will be required for:

- a. Any building higher than 150 feet
- b. Any building 100 feet high and two times higher than the adjacent buildings
- c. Other buildings which fall below these thresholds, but because of their context and particular circumstances would require wind tunnel testing

Particular attention shall be given to public and other areas of pedestrian use (sidewalks, plazas, building entrances, etc.) adjacent to and in the vicinity of the project site.

1. Wind tunnel testing is to be conducted in two stages - Stage I Qualitative Study and Stage II Hot Wire Testing. For Stage I, an erosion study (or equivalent methodology) must be conducted to determine potential problem areas and to identify appropriate placement of sensors for hot wire testing.
2. Wind tunnel testing should be conducted according to the following criteria:
 - a. Results of wind tunnel testing should be consistently presented in miles per hour (mph).
 - b. Velocities should be measured at a scale equivalent to 6 feet above ground level.
 - c. The instrument should have a frequency response that is flat to 100 hertz and filters out any higher frequency (hot wire testing).
 - d. The expected one percent occurrence of hourly average, effective gust, and peak gust velocities should be reported (hot wire testing).

- e. Erosion study data shall be presented in tabular form and graphically through photographs showing changes between build and no-build conditions.
 - 1. Wind directions from the sixteen compass points shall be used noting the percent or probability of occurrence of each direction on a seasonal and annual basis.
 - 2. Wind velocities for each direction shall include the intervals: 0-15 mph and every 5 mph interval from 15 to 40 mph inclusive.
 - 3. For each ground station tested, data shall include, in addition to the annualized 1% occurrence of wind speeds, the 1% wind velocities for each of the four seasons of the year and the percentile contribution of the 1% wind velocity from each of the 16 wind directions.
- f. Hot wire data shall be presented both in tabular form and graphically on a map to indicate velocity changes between build and no-build conditions.
 - 1. The effective gust velocity can be computed by the formula: average hourly velocity plus $1.5 \times \text{root mean square (rms) variations about the average}$.
 - 2. Analysis should be presented as follows:
 - a. Present data for existing (no-build) and future build scenarios as follows:
 - Mean velocity (exceeded 1% of time)
 - Effective gust velocity (exceeded 1% of time)
 - b. Compare mean and effective gust wind speeds on both annual and seasonal basis, by wind direction.
 - c. Provide a written descriptive analysis of wind environment and impacts for each sensor point including such items as source of winds, direction, seasonal variations, etc., as applicable. Include analysis of suitability of location for various activities (e.g., walking, sitting, eating, etc.) as appropriate.
 - d. Provide maps of sensor locations with wind speed data, graphically indicating changes in wind speeds.

3. For areas where wind speeds are projected to exceed acceptable levels, measures to reduce wind speeds and mitigate potential adverse impact shall be identified.
- C. Shadow (Information should be provided during the schematic design stage.)
1. Shadow analysis plans should be submitted at a scale of 1' = 40' and 1" = 100'.
 2. Shadow impact analysis must include net new shadows as well as existing shadows.
 3. Initial shadow analyses must include shadow impacts for build and no-build conditions for the hours 9:00 a.m., 12:00 noon, and 3:00 p.m. conducted for four periods of the year at the vernal equinox, autumnal equinox, winter solstice, and summer solstice.
 4. Shadow analyses also are to be conducted at 10:00 a.m., 11:00 a.m., 12:00 noon, 1:00 p.m., and 2:00 p.m. on October 21 and November 21, and must show the incremental effects of the proposed massing on proposed or existing public spaces including major pedestrian areas.
 5. Additional shadow analyses may be required depending on the particular physical characteristics of the site including its solar orientation relative to public open spaces, pedestrian patterns and street patterns, and existing shadows in the area.
- D. Daylight (Information should be provided during the schematic design stage.)
1. Daylight analysis for build and no-build should be conducted by measuring the percentage of skydome that is obstructed by a building.
 - a. Specific technique and graphic methodologies required for determining percent of obstructed skydome will be provided by the BRA.
- E. Excavation and Landfill
1. Written description including amount and method of excavation dredging and filling proposed, and the existence of blasting and pile driving
 2. Analysis of sub-soil conditions, potential for ground movement and settlement during excavation, and impact on adjacent buildings and utility lines

F. Groundwater

1. List of measures used to ensure the groundwater levels will not be lowered during or after construction, if applicable
2. Engineering analysis of the impact of development on groundwater, surrounding structures, wooden piles and foundations

G. Solid and Hazardous Wastes/Materials

1. A list of any known or potential contaminants on site together with evidence of the recording with the Registry of Deeds of the disposal of hazardous wastes on the site, pursuant to the M.G.L., Chapter 21C, if applicable
2. Possible hazardous wastes generated
3. Existence of buried gas tanks on site
4. Estimate of potential trash generation and plans for disposal

H. Noise

1. Where appropriate, noise analyses to determine compliance with City of Boston regulations and applicable state and federal guidelines
2. For residential projects, evaluation of ambient noise levels to determine conformance with the Design Noise Levels established by the U.S. Department of Housing and Urban Development.

I. Flood Hazard Zone/Wetlands

1. Where appropriate, determination of whether or not proposal falls within a Federal Flood Hazard Zone or requires a Wetlands Permit
2. If applicable, description of measures to minimize potential flood damage and to comply with city and federal flood hazard regulations and any Order of Conditions issued by the Boston Conservation Commission

J. Construction Impacts

1. Description of construction staging areas
2. Availability of construction worker parking
3. Potential dust generation and mitigation measures to control dust emissions
4. Permits from Air Pollution Control Commission for sand blasting, if appropriate

5. Potential noise impact and measures to minimize noise levels
6. Truck traffic and access routes
7. Pedestrian safety

K. Historical Landmarks

1. Description of the project site location in proximity to a National or Massachusetts Register site or district or Landmark designated by the Boston Landmarks Commission
2. Identification of Boston Landmarks Commission ratings for existing buildings.
3. Possible effects to the National or Massachusetts Register site or district or a Landmark designated by the Boston Landmarks Commission

L. Air Quality

1. Impact on local air quality from additional traffic generated by the project, including identification of any location projected to exceed national or Massachusetts air quality standards
2. Estimation of emissions from any parking garage constructed as part of the project
3. Description and location of building/garage air intake and exhaust systems and evaluation of impact on pedestrians
4. For residential projects, evaluation of the ambient air quality to determine conformance with the National Ambient Air Quality Standards established by the U.S. Environmental Protection Agency.

M. Utility Systems

1. Estimated water consumption and sewage generation from the project
2. Description of the capacity and adequacy of water and sewer systems and an evaluation of the impacts of the project on these systems
3. Identification of measures to conserve resources, including any provisions for recycling

N. Energy

1. Description of energy requirements of the project and evaluation of project impacts on resources and supply

2. Description of measures to conserve energy usage and consideration of feasibility of including solar energy provisions

O. Water Quality

1. Description of impacts of the project on the water quality of Boston Harbor or other water bodies that could be affected by the project, if applicable
2. Description of mitigation measures to reduce or eliminate impacts on water quality

P. Solar Glare

1. Analysis of solar glare impact and solar heat gain analysis, if applicable

VII. Affirmative Housing Plan*

Applicants for city-owned land; city, state, or federal funds administered by a city agency; or zoning relief to construct housing may be required to submit an Affirmative Housing Plan and to adhere to fair housing requirements outlined in Appendix 2. The plan should include the following:

- A. Description of affirmative marketing techniques
- B. Description of owner/tenant selection process
- C. Proposed owner/tenant profile indicating number of units dedicated to community residents, minorities, female-headed households, and low-moderate income people

VIII. Employment Plan

Boston Jobs Policy (Appendix 3) requires that publicly-assisted and large-scale private commercial projects hire Boston residents, minorities, and women for construction jobs for 50, 25, and 10 percent respectively of the person-hours worked. In addition, developers may be requested to submit ~~permanent employment~~ plans intended to meet a goal that the profile of permanent employees** in the building include Boston residents (50 percent), minorities (30 percent), and women (50 percent). Submission materials may include the following:

- A. Estimated number of construction jobs
- B. Estimated number of permanent jobs
- C. Plan for meeting Boston Resident Construction Jobs Standards
- D. Plan for meeting Boston Resident Permanent Jobs Standards***
- E. Plan for meeting Minority Business Employment Goals of city contracts or state and federal regulations and policies***

* Applicable only to housing available to the general public at market rates.

** of commercial tenants

*** with respect to commercial tenants

IX. Public Benefits

- A. Development Impact Project exaction, specifying amount and method of linkage contribution (housing payment or housing creation) *
- B. Increase in tax revenues, specifying existing and estimated future annual property taxes **
- C. Childcare plan ***
- D. Other public benefits

X. Regulatory Controls and Permits

- A. Existing zoning requirements, calculations, and any anticipated zoning requests
- B. Anticipated permits required from other local, state, and federal entities with a proposed application schedule
- C. For structures in National or Massachusetts Register Districts or sites individually listed on the National or Massachusetts Register of Historic Places, duplicates of parts I and II of the certification documents and applicable correspondence and permits
- D. For projects requiring compliance with the Massachusetts Environmental Policy Act (MEPA), copies of the Environmental Notification Form, Certificate of the Secretary of Environmental Affairs, and Environmental Impact Report, if required
- F. Other applicable environmental documentation

XI. Community Groups

- A. Names and addresses of project area owners, displacees, abutters, and also any community groups which, in the opinion of the applicant, may be substantially interested in or affected by the proposed project
- B. A list of meetings proposed and held with interested parties

* Applicable only to the extent required by the Development Impact Project Agreement for the Development.

** Applicable only to the extent required by law.

***Inapplicable

FEES

The following is a list of fees for development projects. Most fees are not refundable except fees for reviewing developers' proposals for public parcels, which are partially refundable to unsuccessful applicants.

Bid Documents

o Site Preparation Contracts	\$ 100
o Property Management Contracts	\$ 100
o Operation of Parking Lots	\$ 100
o Rehabilitation Documents	\$ 100
o Demolition Contracts*	\$ 100

Chapter 121A Fees

o Application	\$ 5,000
o Amendments of application requiring a hearing and report	\$ 3,500
o Amendments of any kind not requiring a hearing	\$ 2,500

<u>CARD Project Review Fees</u>	\$ 2,500
---------------------------------	----------

<u>Developer Kits</u>	\$ 0-100 (varies depending on size of site and proposed development)
-----------------------	---

<u>Developer Proposal Fees</u>	\$ 0-7,500 (varies depending on site)
--------------------------------	--

Zoning Commission Fees

o Annual subscription to Zoning Code Amendments	\$ 10
o Annual subscription to Zoning Code Amended Pages	\$ 10
o Zoning Code Text or Map Amendment Application	\$ 225 (Advertising costs will also be paid by proponent and will vary according to length of ad)

Note: Fees for zoning and building code variances and appeals are paid directly to the Board of Appeal.

*Refundable

APPENDICES

Appendix 1
 PRO FORMAS

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Office _____
 Retail _____
 Other (please specify) _____
 Parking (if applicable) _____

TOTAL NET SQUARE FOOTAGE _____

Office _____
 Retail _____
 Other (please specify) _____

NON-DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Retail Use _____
 No. Rooms _____
 Parking _____
 No. Rooms _____

RESIDENTIAL DEVELOPMENT PROGRAM

FORM OF OWNERSHIP _____

(Individual, Condominium, Cooperative)

TOTAL LAND SQUARE FOOTAGE _____

TOTAL UNITS _____

No. of Units _____
 Studios _____
 1 Bed _____
 2 Bed _____
 Other _____

PARKING _____

TOTAL GROSS SQUARE FOOTAGE _____

average floor area _____
 Studios _____
 1 Bed _____
 2 Bed _____
 Other _____
 Parking _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

Parking (if applicable) _____

TOTAL NET SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

HOTEL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Hotel GSF _____

No. Rooms _____

Parking _____

No. Spaces _____

RESIDENTIAL DEVELOPMENT PROGRAM

FORM OF OWNERSHIP
(Rental, Condominium, Cooperative) _____

TOTAL LAND SQUARE FOOTAGE _____

TOTAL UNITS _____

Mix of Units

Studio _____

1 Bed _____

2 Bed _____

Other _____

PARKING _____ spaces

TOTAL GROSS SQUARE FOOTAGE _____ GSF _____ NSF

Average Unit Size

Studio _____ GSF _____ NSF

1 Bed _____ GSF _____ NSF

2 BED _____ GSF _____ NSF

Other _____ GSF _____ NSF

Parking _____ GSF

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

TOTAL HARD COSTS \$ _____
Rehabilitation (\$_____/GSF) \$ _____
New Construction (\$_____/GSF) _____
Parking (\$_____/space) _____
Site Improvements (\$_____/LSF) _____
Tenant Improvements _____
Office \$_____/NSF _____
Retail \$_____/NSF _____

TOTAL SOFT COSTS \$ _____
Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee _____
Legal _____
Permits & Fees (specify) _____
Construction Loan Interest _____
(____mos. @ ____% with average
balance of \$_____) _____
Financing Fees (specify) _____
Real Estate Taxes and Linkage
during Construction (____mos.) _____
Lease Payment * _____
Other Related Costs _____
(specify) _____

CONTINGENCY (____% of hard costs) \$ _____

TOTAL DEVELOPMENT COST \$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % Total Development Cost _____
Total Development Cost/GSF _____

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL OPERATING PRO FORMA

(Carry out of 10 years and indicate inflation factor)

COMMERCIAL INCOME

Office (_____ NSF @ \$_____/NSF) \$ _____
Retail (_____ NSF @ \$_____/NSF) _____
Parking (attach parking rate structure) _____
Other (_____ NSF @ \$_____/NSF) _____

POTENTIAL GROSS INCOME

\$ _____

VACANCY (____%)

\$ (____)

EFFECTIVE GROSS INCOME

\$ _____

OPERATING EXPENSES

Office (\$_____/NSF) \$ _____
Retail (\$_____/NSF) _____
Parking (\$_____/space) _____
Other (\$_____/NSF) _____
TOTAL _____

\$ (____)

REAL ESTATE TAXES

Office (\$_____/NSF) \$ _____
Retail (\$_____/NSF) _____
Parking (\$_____/space) _____
Other (\$_____/NSF) _____
TOTAL _____

\$ (____)

LINKAGE PAYMENTS

\$ (____)

NET OPERATING INCOME

\$ _____

DEBT SERVICE (____% on \$_____ for ____ years)

\$ (____)

CASH FLOW

\$ _____

EQUITY PARTICIPATION (if applicable)

\$ _____

RETURN ON EQUITY (year of operations 19____)
(Before Tax Cash Flow/Equity)

_____ %

RETURN ON TOTAL DEVELOPMENT COST (year of operations 19____)
(Net Operating Income/Total Development Cost)

_____ %

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL DEVELOPMENT PRO FORMA
(Estimates in 19__ Dollars
Using __% Inflation Factor from 19__)

TOTAL HARD COSTS

\$ _____

Hotel (\$____/NSF) _____
per room (\$____/room) _____
Parking (\$/space) _____
Site Costs (\$____/GSF) _____
Office (\$____/GSF) _____
Retail (\$____/GSF) _____
Other (specify) _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering _____
Legal _____
Accounting _____
Marketing/Brokerage _____
Financing Fees (specify) _____
Developer's Fee _____
Construction Loan Interest _____
(__ Mos __% on average balance _____
of \$ _____
Land Lease Payment * _____
Real Estate Taxes and Linkage _____
Other Related Fees (specify) _____

HOTEL START-UP

\$ _____

Furniture, Fixtures & Equipment _____
Initial Invent. & Working Capital _____
Pre-Opening & Opening Costs _____

TOTAL START-UP COSTS

\$ _____

CONTINGENCY COSTS (__% of Hard Costs)

\$ _____

TOTAL DEVELOPMENT COSTS

\$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % TDC _____

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA
(Carry out 10 years and include inflation factor)

ROOMS

Available _____
Average Occupancy (____%) _____
Average Rate (\$____) \$ _____

REVENUE

Rooms \$ _____
Food & Beverage _____
Telephone _____
Rentals _____
Parking _____
Other _____

TOTAL GROSS REVENUE \$ _____

Vacancy _____

EFF. GROSS REVENUE (\$ _____)

EXPENSES

Food & Beverage Costs \$ _____
Payroll & Related _____
Telephone _____
Other Expenses _____
Linkage Payment _____

TOTAL ALLOCATED EXPENSES (\$ _____)

UNALLOCATED EXPENSES

Admin. & General \$ _____
Management Fee _____
Marketing _____
Energy Costs _____
Property & Maintenance _____
Franchise Fees _____
Guest Entertainment _____
Replacement Reserves _____

TOTAL UNALLOCATED EXPENSES (\$ _____)

TOTAL EXPENSES (\$ _____)

PROPERTY TAXES & OTHER
MUNICIPAL CHARGES (specify) (\$ _____)

INSURANCE ON BUILDING
AND CONTENTS (\$ _____)

NET OPERATING INCOME \$ _____

DEBT SERVICE ____% on \$_____ for ____yrs. (\$ _____)

BEFORE TAX CASH FLOW \$ _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA continued
(Carry out 10 years and include inflation factor)

EQUITY PARTICIPATION (if applicable) \$ _____

RETURN ON EQUITY (year of operations 19__)
(Before Tax Cash Flow/Equity) _____ %

RETURN ON TOTAL DEVELOPMENT COST
(Year of operations 19__)
(Net operating Income/Total Development Cost) _____ %

Architect's Fee
Engineering & Surveying
Developer's Fee
Legal
Permits & Fees (Specify)
Construction Period Costs
Construction Tax Loan Interest
Interest on \$ _____ @ _____ % with
average balance of \$ _____
Furniture
Marketing Costs
Total Mobile Home and Storage
During Construction (____ and ____)

Sales Period Costs
Sales Interest
Interest on \$ _____ @ _____ % with
average balance of \$ _____
Sales Period Fuel Vehicle Taxes
Interest on \$ _____
Sales Period Operating Expenses
Other (Specify)
Other Related Costs (Specify)

Contingency (____ % of \$ _____)

TOTAL DEVELOPMENT COSTS
Soft Costs as I Hard Costs
Soft Costs as I TC

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

RESIDENTIAL CONDOMINIUM DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

(Provide phased information where necessary)

TOTAL HARD COSTS

\$ _____

Condominium Units (\$ _____/GSF) \$ _____
Unit Finishes (\$ _____/NSF) _____
Condominium Parking (\$ _____/GSF) _____
(# of spaces) _____
Site Costs (\$ _____/GSF) _____
Premium Costs (\$ _____/GSF) _____
Other (specify) _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee \$ _____
Legal _____
Permits & Fees (specify) _____
Construction Period Costs _____
Construction Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Financing Fees _____
Real Estate Taxes and Linkage
during Construction (_____ mos.) _____

Sale Period Costs \$ _____
Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Sale Period Real Estate Taxes
(_____ mos.) _____
Sale Period Operating Expenses _____
Other (specify) _____
Other Related Costs (specify) \$ _____

CONTINGENCY (_____ % of \$ _____) \$ _____

TOTAL CONDOMINIUM DEVELOPMENT COSTS

\$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % TDC _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM SALES PRO FORMA
(Estimates in 19__ Dollars)
(Using __% inflation factor from 19__)

CONDOMINIUM UNITS

Gross Sales Proceeds \$ _____
 Gross Condominium Sales/NSF \$ _____
Less Total Condominium Units Development Cost (_____)
 Total Condominium Units Cost/NSF \$ _____

Net Profit (Before Taxes) _____
Return on Gross Sales Proceeds _____ %
 (Net Profit/Gross Sales Proceeds)

CONDOMINIUM PARKING SPACES

Gross Sales Proceeds \$ _____
 Gross Parking Sales/Space \$ _____
Less Total Condominium Parking Development Cost (_____)
 Total Parking Cost/Space \$ _____

Net Profit (Before Taxes) \$ _____
Return on Gross Sales Proceeds _____ %
 (Net Profit/Gross Sales Proceeds)

TOTAL SALES

Total Condominium Gross Sales Proceeds \$ _____
Less Total Condominium Development Costs (_____)

Net Profit (Before Taxes) \$ _____
Total Return on Gross Condominium Sales Proceeds _____ %
 (Net Profit/Total Gross Sales Proceeds)

Return on Equity _____ %
 Equity Participation (Amount and % of
 Total Condominium Cost) \$ _____ (____ %)

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM COST OF OWNERSHIP PRO FORMA
(Estimates in 19__ Dollars)
(Use __% inflation factor from 19__)

Number of Units _____

Average Unit Size (NSF) _____

Average Unit Price \$ _____

Average Downpayment \$ _____ (__%)

Studio _____
1 Bed _____
2 Bed _____
Other _____

	<u>Market</u>	<u>Subsidized</u>
Annual Common Area Charges (\$ ____/NSF)	\$ _____	\$ _____
Annual Real Estate Taxes (\$ ____/NSF)	_____	_____
Annual Mortgage Payment (____% on \$ _____ for ____ years)	_____	_____
Annual Service Charges (please specify membership fees, special services, etc.)	_____	_____
Total Annual Cost of Ownership (Before-tax)	_____	_____
Total Monthly Cost of Ownership (Before-tax)	_____	_____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

DEVELOPMENT PRO FORMA FOR RESIDENTIAL RENTAL PROPERTY

(Estimates in 19__ Dollars

Using ___% Inflation Factor from 19__)

RESIDENTIAL UNITS

Number of Residential Units _____

Mix of Units

Average Unit Size (GSF, NSF)

1 Bed _____

1 Bed _____

2 Bed _____

2 Bed _____

Other _____

Other _____

Number of Parking Spaces _____

SQUARE FOOTAGE

Residential GSF _____

Parking GSF _____

TOTAL GSF _____

ACQUISITION

\$ _____

CONSTRUCTION COSTS

Rehabilitation (\$_____/GSF)

\$ _____

New Construction (\$_____/GSF)

Parking (\$_____/space)

Site Improvements (\$_____/Land SF)

Other _____

TOTAL _____

\$ _____

RELATED COSTS

\$ _____

Architect/Engineering _____

Marketing/Brokerage _____

Developer Fees _____

Miscellaneous Fees _____

(Legal, Acctg. Ins., Title) _____

Construction Loan Interest

(___mos. @ ___% with average balance of

\$_____)

Financing Fees (specify) _____

Other Related Costs _____

(please specify) _____

TOTAL _____

\$ _____

CONTINGENCY (___% of \$ _____)

\$ _____

TOTAL DEVELOPMENT COST (TDC)

\$ _____

PAM/D

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

OPERATING PRO FORMA FOR RESIDENTIAL RENTAL PROPERTY
(Carry out 10 years and indicate inflation factor)

RENTAL INCOME

Rent/Month

1 Bed _____
2 Bed _____
Other _____

TOTAL RESIDENTIAL INCOME \$ _____

PARKING INCOME (attach parking rate structure) \$ _____

MISCELLANEOUS INCOME (e.g., Laundry) \$ _____

POTENTIAL GROSS INCOME \$ _____

VACANCY (____%) (\$ _____)

EFFECTIVE GROSS INCOME \$ _____

OPERATING EXPENSES

Residential (\$_____/NSF) \$ _____
Parking (\$_____/space) _____
TOTAL OPERATING EXPENSES (\$ _____)

REAL ESTATE TAXES

Residential (\$_____/NSF) \$ _____
Parking (\$_____/space) _____
TOTAL REAL ESTATE TAXES (\$ _____)

BRA BASE RENT * (\$ _____)

NET INCOME AVAILABLE FOR DEBT SERVICE \$ _____

FINANCING **

Debt Service (____% on \$_____ for ____ yrs.) (\$ _____)

CASH FLOW \$ _____

EQUITY PARTICIPATION (if applicable)

(Amount and % of Total Development Cost) \$ _____

RETURN ON EQUITY

(Cash Flow/Equity) _____%

RETURN ON TOTAL DEVELOPMENT COST

(Net Income Available/Total Development Cost) _____%

* If applicable

** Specify type and priority of repayment

Appendix 2
FAIR HOUSING REQUIREMENTS*

Recognizing that underrepresentation of minorities or female heads of households in a particular neighborhood may itself discourage interest among those groups from living in that neighborhood, the city will undertake affirmative marketing efforts to ensure that the city's minorities and female heads of households have access to housing throughout the city.

These efforts will apply to all projects of five or more units (rental and home ownership projects) which receive exceptions to zoning requirements from the Boston Zoning Commission and those that receive any form of city financial assistance, or state or federal assistance which is administered by the city. Financial assistance shall include the donation or sale of city-owned land to facilitate the project.

Interagency Procedures

- a. When an application for one or more of the following is received:
(i) city-owned land; (ii) city, state or federal funds administered by a city agency; or (iii) zoning exception for the development of a housing project, the appropriate city agency shall notify the Boston Fair Housing Commission within thirty (30) days of receipt of the application.

The BFHC shall review the compliance record, if any, of all applicants. If the record shows that an applicant has unresolved issues of non-compliance, the Commission shall attempt to resolve these issues in accordance with its mediation and hearing procedures. In those cases where a compliance agreement cannot be reached, the BFHC shall recommend to the Mayor and the appropriate agency that the application be rejected. Where the applicant has received city land, or other city benefits, and has not complied with fair housing requirements, the Commission shall recommend to the Mayor and to the administering agency that the applicant be denied an occupancy permit for the project.

- b. The appropriate city agency shall advise developers of affirmative marketing requirements through program designs, Requests for Proposals and other forms of communication. Additionally, affirmative marketing requirements shall be specified in all housing and housing development contracts awarded or administered by city agencies.
- c. The BFHC shall assist the appropriate agency in developing project specific affirmative marketing plans.
- d. Developers shall be required to sign a non-discrimination statement.
- e. The BFHC shall monitor implementation of each affirmative fair housing market plan.
- f. The BFHC shall submit to the Mayor an annual report summarizing affirmative marketing efforts and accomplishments.

* Applicable only to housing available to the general public at market rates.

Elements of Affirmative Marketing Plan

a. Outreach Housing Efforts

Each developer, including city agencies, will be required to:

- (i) advertise availability of housing in majority and minority newspapers;
- (ii) send outreach letters to housing counselling agencies which assist low-moderate income families and minorities;
- (iii) undertake such additional efforts as may be required, due to the specific nature, or location of the project.

b. Neighborhood Preferences

To stabilize neighborhoods and mitigate the effects of displacement/gentrification, up to 70% of available affordable housing units may be targeted by a developer for neighborhood residents. This policy will work to prevent the gentrification of minority neighborhoods since a substantial proportion of city-owned land which will be used to produce affordable housing is located in minority neighborhoods. However, developers may not exclude people from other neighborhoods from applying and competing for all units. Plans for tenant selection where neighborhood preference is a criterion shall be approved by the BFHC.

c. Measures for Compliance

A developer who has taken every step outlined in a city-approved affirmative marketing plan shall be able to proceed with completion of his/her project. Compliance shall be determined by the BFHC. A developer who has not adequately complied with a city-approved marketing plan, however, shall be required to conduct additional outreach and/or may be subject to pre-determine remedies.

Appendix 3

BOSTON JOBS POLICY

1. Boston Resident Jobs Policy

Chapter 30 of the Ordinances of 1983 established a Boston Resident Jobs Policy. The 1983 ordinances requires contractors performing work on construction projects funded in whole or in part by the city or to which the city administers to ensure 50% Boston resident, 25% minority and 10% female participation of the total construction workhours performed on the project. To ensure compliance with these requirements, the City of Boston Supplemental Minority Participation and Resident Preference Contract provisions are included in all contracts for construction projects covered by the Ordinance. This contract supplement delineates the contractor's compliance obligations and a description of the city's monitoring and enforcement of the policy.

2. Executive Order Extending Jobs Policy

The July 12, 1985 Executive Order extends the Resident Jobs Policy ordinance to cover privately financed construction projects in excess of 100,000 square feet (excluding housing developments). The Executive Order includes the same hiring requirements and requires each developer to submit a detailed employment plan with provisions for monitoring, compliance and sanctions. The submission of the Boston Residents Construction Employment Plan is a required submission prior to the issuance of a building permit for the project.

3. Permanent Jobs Policy

The city has initiated a permanent jobs policy which requires developers receiving city assistance (i.e., loans, land or building acquisitions, lease agreements or licenses) for projects which are expected to generate permanent job opportunities, to enter into an employment agreement with the city. These agreements typically include the provisions for 50% Boston resident, 30% minority, and 50% female hiring in all new jobs generated and for the advanced notification of job opportunities to the city and/or community based organizations. Additional commitments negotiated through these agreements include financial contributions for job training and affirmative action activities. The city has begun negotiations with the developers for the privately financed projects to discuss similar types of permanent job agreements.

4. Boston Employment Commission

On September 10, 1986, the Boston City Council passed an ordinance establishing the Boston Employment Commission. This Commission will monitor employment practices mandated by earlier enacted jobs policies, and shall have the ability to impose sanctions for non-compliance. Compliance shall be verified by weekly* accounts of all workers on a project, and by demonstrated good faith efforts. The board will consist of seven members, and will be representative of the interests of business, minorities, women, and organized labor.

* Or at longer intervals as required.

Appendix 4

MASS. ENVIRONMENTAL POLICY ACT REVIEW AUTHORITY

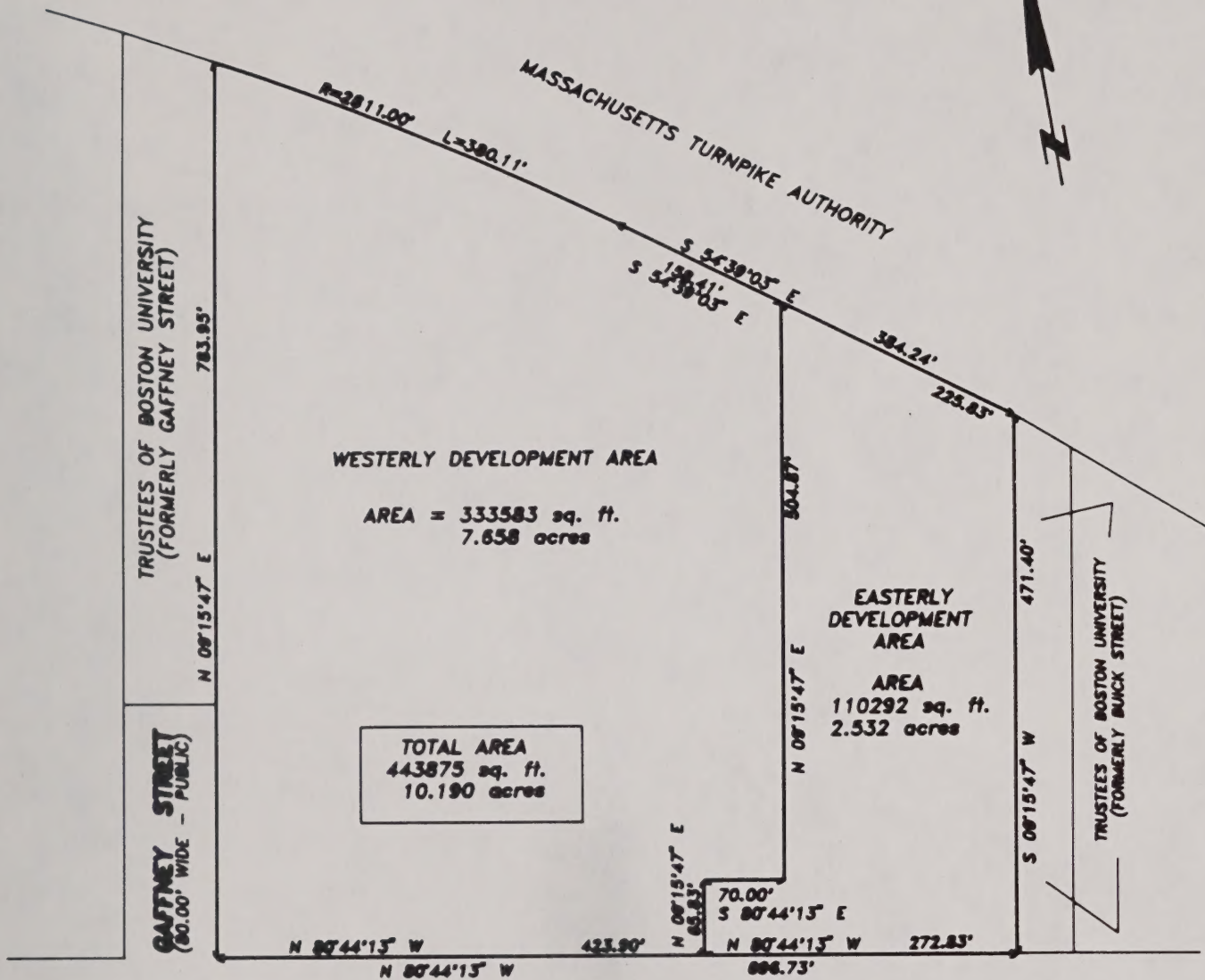
The Massachusetts Environmental Policy Act (MEPA) requires the review and evaluation of projects to describe their environmental impact and establishes a process for determining when Environmental Impact Reports (EIRs) are required. MEPA applies to projects directly undertaken by a state agency (including leases and transfers of property undertaken by an agency) and to privately-initiated projects requiring an agency permit or receiving financial assistance from an agency. Because the BRA is a redevelopment authority created by the Legislature, it falls under the jurisdiction of MEPA. Where the BRA acts only as the planning department for the city, such as in zoning matters and the disposition of city-owned land, MEPA does not apply.

Regulations implementing MEPA were promulgated by the Executive Office of Environmental Affairs (EOEA), which is also responsible for determining whether a project requires an EIR. These regulations establish a process whereby, for non-exempt projects, an Environmental Notification Form (ENF) is required to be filed with EOEA for public and agency review as the preliminary step in determining the need for an EIR. For activities or actions undertaken by an agency, the preparation of the ENF (and of the EIR, if subsequently required) is the responsibility of the agency itself. For private projects seeking state or BRA financial assistance or a permit (e.g., Chapter 121A approval), the project proponent is responsible for preparing the required documents.

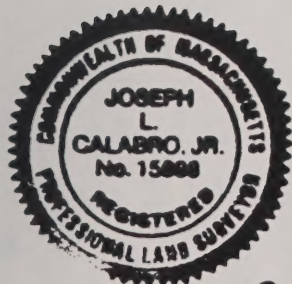
In addition to describing the environmental review process, the MEPA regulations also establish categories of projects which automatically require the preparation of an EIR (categorical inclusions) and which are automatically excluded from filing an ENF (categorical exclusions). Specific rules of application are included in the regulations.

With respect to timing, the public/agency review period for ENF's is 20 days following publication in EOEA's Environmental Monitor of a notice of submission and availability of an ENF. Notices are published twice monthly, on approximately the 7th and the 21st of the month. The Secretary of Environmental Affairs then has 10 days in which to issue a certificate stating whether or not an EIR is required.

If an EIR is required, the process involves the preparation and circulation for review of a Draft EIR (the public/agency review period is 30 days following EOEA notice of availability of the EIR, with seven additional days for the Secretary to issue a statement on the adequacy of the Draft), preparation of the Final EIR responding to comments on the Draft, and circulation of the Final (again, a 30-day review period followed by seven days for the Secretary to issue a statement regarding the adequacy of the Final and its compliance with MEPA). Normally, the EIR process from beginning of the preparation of the EIR to final approval takes five to six months and considerably longer for major and complicated projects. The minimum time would be at least four months.



COMMONWEALTH (PUBLIC - 160.00' WIDE) AVENUE

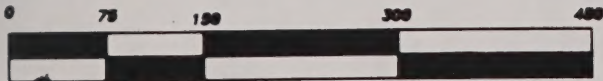


Joseph L. Calabro, Jr.

EASTERLY AND WESTERLY
DEVELOPMENT AREAS
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS



FACT SHEET
MASTER PLAN AND DEVELOPMENT IMPACT PROJECT PLAN,
EASTERLY DEVELOPMENT PLAN, AND
WESTERLY DEVELOPMENT PLAN
FOR
PLANNED DEVELOPMENT AREA NO. 38
899-925 COMMONWEALTH AVENUE

<u>Developer</u>	Trustees of Boston University, a Massachusetts non-profit, educational corporation its successors and assigns.
<u>Legal Counsel</u>	Hale and Dorr, 60 State Street, Boston, Massachusetts 02109.
<u>Architect</u>	Cannon/Mintz Associate Architects, 148 State Street, Boston, Massachusetts 02109.
<u>Site</u>	Two contiguous parcels of land containing approximately 443,875 square feet or 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, and bounded by Commonwealth Avenue, Gaffney Street, Buick Street and the Massachusetts Turnpike. The Site consists of an Easterly Development Area and a Westerly Development Area. A site plan is attached as <u>Exhibit A</u> (the "Site Plan").
<u>General Description of Master Plan and Development Plans</u>	A. <u>Master Plan</u>. The Master Plan sets forth a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses and the proposed phasing of construction of the development. More detailed descriptions of the development proposed for the Easterly Development Area and the Westerly Development Area are set forth in the Easterly Development Plan and the Westerly Development Plan, respectively.

B. Easterly Development Plan. As currently planned, the development of the Easterly Development Area will include the construction of a single structure (899 Commonwealth Avenue) consisting of two components rising above the grade of Commonwealth Avenue. These above-grade components will be constructed above a common parking facility located below the grade of Commonwealth Avenue. The common parking facility is planned to contain uses in addition to parking, including retail/commercial uses. The southerly above-grade component of 899 Commonwealth Avenue will front on Commonwealth Avenue and will be located in the southeasterly portion of the Site. The northerly above-grade component of 899 Commonwealth Avenue will front on Buick Street and will be located on the northeasterly portion of the Site.

C. Westerly Development Plan. Except for the planned demolition of some of the structures currently located in the Westerly Development Area, as described in the Westerly Development Plan, the location and appearance of the buildings in the Westerly Development Area are not expected to change in any material respect in the immediate future. Tennis courts, covered with air structures to allow use all year around, may be constructed on the northern portion of the Westerly Development Area after certain buildings presently located in this area are demolished.

Proposed Densities

The Site is presently zoned B-2, a General Business District, within the Allston-Brighton Interim Planning Overlay District, in which the maximum floor area ratio ("FAR") under the Boston Zoning Code (the "Code") is 2.0. The Master Plan provides for a FAR of 3.3 for the Site, based upon the ratio of 1,468,000 square feet of gross floor area to the existing land area of approximately 443,875 square feet. The Easterly Development Plan provides for an FAR of 4.8 for the Easterly Development Area, based upon the ratio of approximately 528,228 square feet of gross floor area of proposed development to the existing land area in the Easterly Development Area of approximately 110,292 square feet. The Westerly Development Plan provides for an FAR of less than the 2.0 permitted as of right under the Code.

Parking

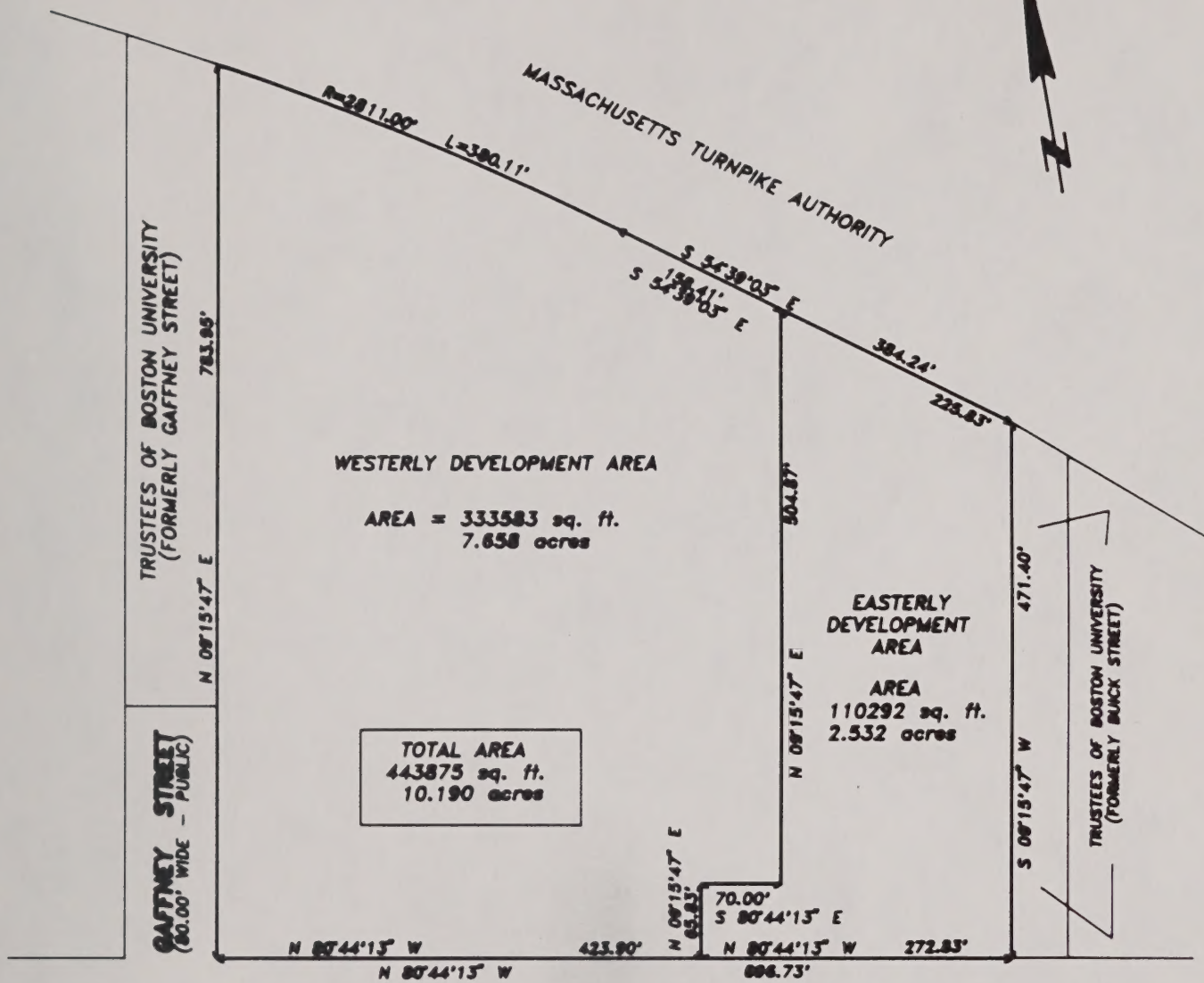
Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use.

Development
Costs

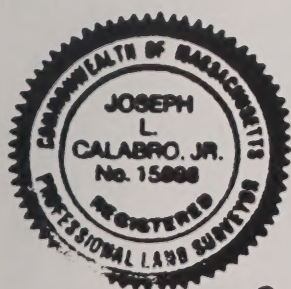
Estimated cost of initial development
\$80,000,000 to \$100,000,000.

Anticipated
Increase in Number
of Employees

Approximately 1,300 person years of
construction work and approximately 235
permanent jobs.



COMMONWEALTH (PUBLIC - 180.00' WIDE) AVENUE



Joseph L. Calabro



**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

BOSTON REDEVELOPMENT AUTHORITY
MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 38

899-925 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Planned Development Area Master Plan and Development Impact Project Plan ("Plan"): Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), pursuant to an agreement entitled "Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University" dated December 1, 1984 between the University and the City (the "1984 Agreement"), and pursuant to Section 13 of the Land Disposition Agreement dated February 10, 1987 between the Commonwealth of Massachusetts, acting by and through the Deputy Commissioner of the Division of Capital Planning and Operations, and the University recorded with Suffolk County Registry of Deeds in Book 13396, Page 13 (the "Land Disposition Agreement"), this Plan constitutes a Planned Development Area Master Plan and sets forth a statement of the development concept for the development of a 10.19+ acre site at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts (the "Property" or the "Site"), including the planning objectives and character of the development, the proposed uses of the area and the structures, the densities, the range of dimensional requirements contemplated for each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction

(the "Project" or "Projects"). This Plan is also intended to satisfy the requirements of Article 26 and Article 26B of the Code regarding Development Impact Project Plans. Two or more Planned Development Area Development Plans ("PDA Development Plans") will be submitted providing more specific information about the various Projects and components thereof.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University" or "Boston University").

Location and Description of Property: The Property consists of two contiguous parcels of land containing approximately 443,875 square feet or approximately 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on the plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated August 25, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Planning Objectives and Character of Development: The objectives for the development of the Site are to increase the supply and improve the quality of student housing, to improve the athletic and recreational opportunities for the University community, to provide additional parking, to build complementary academic space and incidental or compatible retail and commercial uses and to improve the appearance and open spaces of the Site. These objectives are consistent with the Boston University Master Plan for the Charles River Campus dated January 1987 (the "University's Master Plan").

The Projects will involve the conversion of the Site to uses necessary to support the operation, management and functioning of the University and will also serve the larger community. Specifically, the University contemplates a mix of uses on the Site, which is planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses, open space and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Housing: Responding to the concerns of local residents and City of Boston officials regarding student housing, the University proposes to construct new undergraduate student housing in dormitory-style, apartment-style and/or suite-style units on the Site, thereby increasing the number of undergraduate students living on its campus. It is proposed that the dormitories and multi-family dwellings on the Site will contain a total of up to 2,300 bed spaces.

Recreational/Athletic Uses: Current plans call for addressing the athletic and recreational needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and Boston Redevelopment Authority ("BRA") and Boston Zoning Commission ("BZC") approval. Within the recreational/athletic facility, in addition to athletic activities, events may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

Traffic and Parking: Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use. Current plans provide for these structured parking spaces to be located below the plaza level. Vehicular access and egress to and from the Site is planned by means of Buick and Gaffney Streets.

Academic: The University's Master Plan calls for academic uses on the Site. The location of some educational/institutional

uses on the Site, including academic, research, and administrative uses, will compliment other uses on the Site. It is proposed that the amount of gross floor area dedicated to educational, institutional and office uses will be consistent with the range of dimensional requirements set forth on Table 1.

Commercial: Business and retail uses will be located on the Site, primarily to respond to the needs of the students, faculty and staff in the University's West Campus area. Such uses will also be available to the general public, as are other facilities such as those in the University's 700 Commonwealth Avenue (Warren Towers) property, and will be further specified when the PDA Development Plans are submitted for community review and BRA and BZC approval.

Open Space: The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Trees and other plantings will be used to soften the pedestrian environment of the Site. A variety of paving and landscape materials will be used to differentiate and enrich the pedestrian pathways throughout the Site.

Proposed Phasing of Construction: Construction is expected to begin on the easterly portion of the Site, containing approximately 2.5 acres (the "Easterly Development Area"), in early 1990. It is anticipated that the initial development of the Easterly Development Area will include approximately 1,200 bed spaces, up to 375 parking spaces and approximately 43,000 square feet of retail/commercial space. The remainder of the Site, containing approximately 7.7 acres (the "Westerly Development Area"), is to be used for athletic, recreational, office, academic and parking uses, among others. Concurrent with the development of the Easterly Development Area, the Westerly Development Area will be landscaped, including the construction of an overlook terrace in the southeasterly portion of the Westerly Development Area. The Easterly Development Area and the Westerly Development Area are shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass." dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. No new major construction is planned for the Westerly Development Area in the immediate future. It is anticipated that additional buildings will be constructed on the Westerly Development Area during the period 1991 to 2001. The University's ability to construct any given Project on the Site will depend upon the availability of funds and/or the Project's financial feasibility. Each Project on the Site may be funded or financed independently from other Projects, and the land on which

each Project is located may need to be considered as a separate zoning lot capable of being mortgaged and conveyed as such.

Proposed Uses of Area and Structures: The Projects are planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. Except for the parking use, the foregoing listing of categories of planned uses for the Site is derived from the general classifications of various uses or Use Items set forth in Section 8-7 of the Code. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Range of Dimensional Requirements: The buildings on the Site will contain up to a maximum of 1,468,000 square feet of gross floor area (calculated as described in the Code). Table 1 provides information on the gross floor area of various uses proposed in connection with the Projects.

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges</u> <u>(square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000
Educational/Institutional/ Educational and Insti- tutional Offices	90,000 - 100,000
Recreational/Athletic (up to 8,500 fixed and 1,500 non-permanent seats)	500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment and
Service Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with this Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA Development Plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA Development Plans.

Any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the BRA and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University currently intends that there be up to 25 multi-family dwelling units on the Easterly Development Area.

A building devoted primarily to non-University related office space will not be constructed on the Site.

Proposed Location, Appearance and Dimensions of Structures:
The Projects' buildings will be generally located along the perimeter of the Site. The location, massing and height of each building will be more particularly described and fixed in PDA Development Plan submissions as they are prepared. Exhibit D, attached for conceptual purposes only, presents one possible configuration or development scheme for the Site.

Certain dimensional limitations and design objectives will shape the character of the Projects. Buildings will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the

northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area.

Open Spaces and Landscaping: While the final siting of buildings will be established in PDA Development Plan submissions, this Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

Density and Zoning: The Property is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. This Plan provides for an FAR of 3.3 based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of approximately 443,875 square feet. As the Projects proceed, some components, analyzed separately, will have greater FARs.

The University anticipates that exceptions may be required from a number of Articles of the Code, including, among others: Article 8 (Regulation of Uses), Article 15 (Building Bulk), Article 16 (Building Height), Article 17 (Open Space), Article 18 (Front Yard), Article 19 (Side Yards), Article 20 (Rear Yard), Article 21 (Setbacks), Article 22 (Yards), Article 23 (Parking), Article 24 (Loading) and Article 27F (Allston-Brighton Interim Planning Overlay District). As designs are prepared and uses are determined, additional exceptions, permits and approvals may be needed.

Projected Number of Employees: It is estimated that the Projects will generate approximately 1,300 person years of construction work and that approximately 235 people will be employed at the Site when the Projects are completed.

Proposed Traffic Circulation: Vehicular access to and egress from the Site is expected to be on Buick and Gaffney Streets. Pedestrians will gain access to the interior of the Site from Commonwealth Avenue and Buick and Gaffney Streets. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Parking and Loading Facilities: Structured garage parking and interim open-air parking will be built on the Site to accommodate demand from the uses proposed for the Site as well as from other areas of the University and, possibly, surrounding neighbors.

Off-street parking facilities owned or controlled by the University will be utilized by the University to accommodate parking needs for the most intense use of the recreational/athletic facility. A traffic access plan has been generated to determine the transportation and parking needs associated with the development of the Site. Loading facilities will be constructed when and where necessary to serve the retail/commercial and other proposed uses at the Site.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Projects are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the

BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Public Benefits: The Projects are expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. By locating undergraduate students on the Property, the University will reduce the number of undergraduate students inhabiting housing units in neighborhoods near the University's campus. Reducing the number of students residing in these neighborhoods will respond to the specific concerns raised by neighborhood residents and City officials and will increase the number of available housing units.

From a financial and economic perspective, the Projects are expected to contribute significantly to Boston's economy by adding approximately 1,300 person years of construction work. It is also anticipated that approximately 235 people will be employed at the Site when the Projects are completed. With 12,700 employees, the University is the second largest private employer in Boston. The University will make payments in lieu of taxes for the Site as agreed in the 1984 Agreement and, to the extent required by law and not otherwise inconsistent with the Cooperation Agreement dated July 15, 1980 between the University and the City, pay real estate taxes on commercial portions of the Development. In addition, the University is developing a number of special programs that are geared to encourage community use of the recreational/athletic facility. These benefits will be further defined when plans for the recreational/athletic facility are developed.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Projects, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Projects, to the extent required by the DIP Agreement.

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Site Plan of Land 899-925
Commonwealth Avenue, Boston, Mass"
- Exhibit C: Plan entitled "Easterly and Westerly Development
Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit D: Conceptual Plan

EXHIBIT A
to PDA Master Plan

(exhibit begins on next page)

1. LOT 1 is bounded by Commonwealth Avenue, 150.00 Feet.

2. LOT 2 is bounded by Suffolk Street, 141.00 Feet.

3. LOT 3 is bounded by land of the Massachusetts Turnpike Authority, 141.00 Feet and

4. LOT 4 is bounded by land of Trustees of Boston University, 171.40 Feet.

Containing 441,575 square feet.

Being the same premises conveyed to Trustees of Boston University by the following Deeds:

- a. Deed of Boston Glass Company dated December 22, 1909 and recorded with Suffolk County Registry of Deeds in Book 9896, page 447, and
- b. Deed of the Commonwealth of Massachusetts dated January 2, 1927 and recorded with Suffolk County Registry of Deeds in Book 1176, page 2.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.73 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 764.35 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

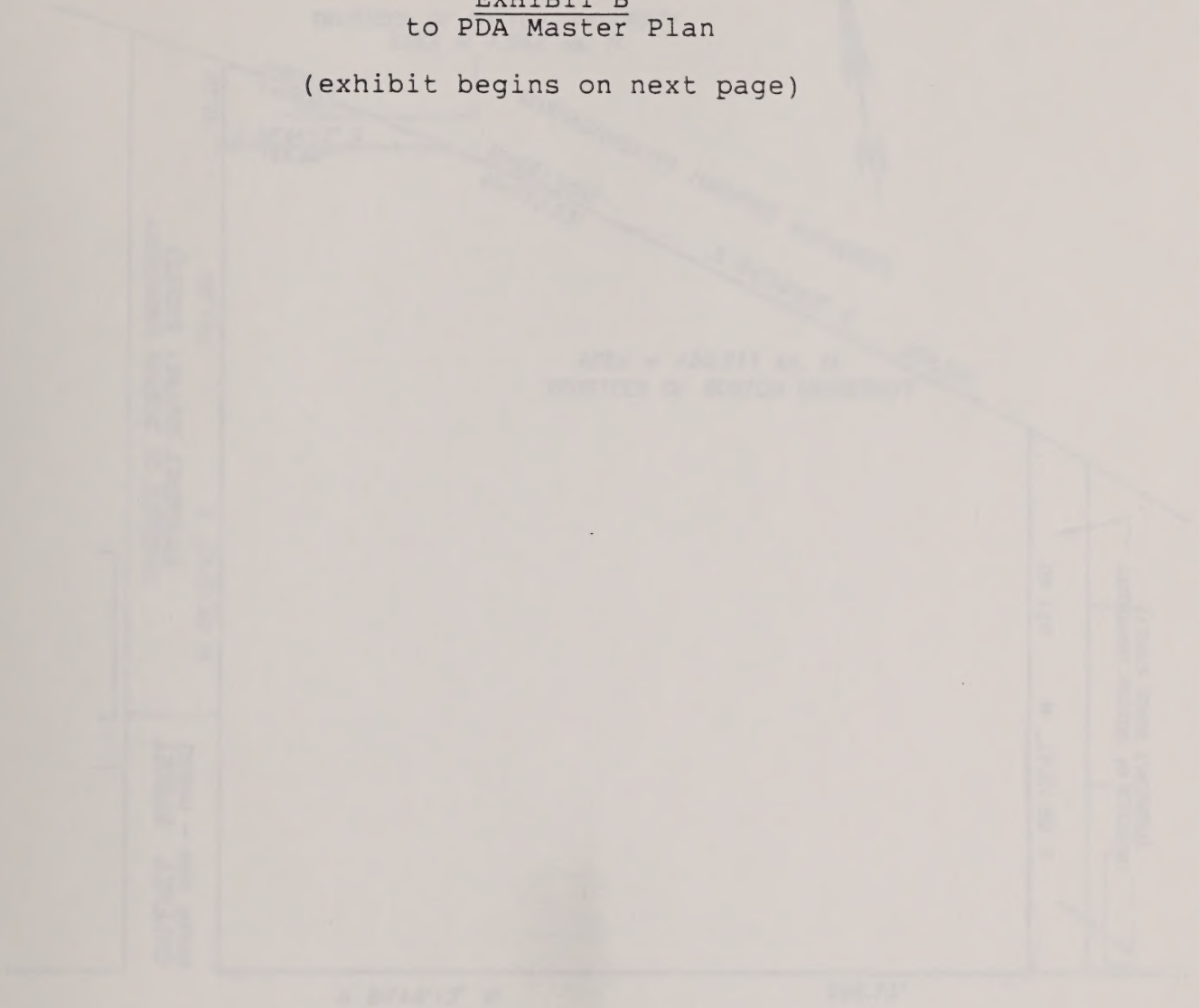
Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Master Plan

(exhibit begins on next page)

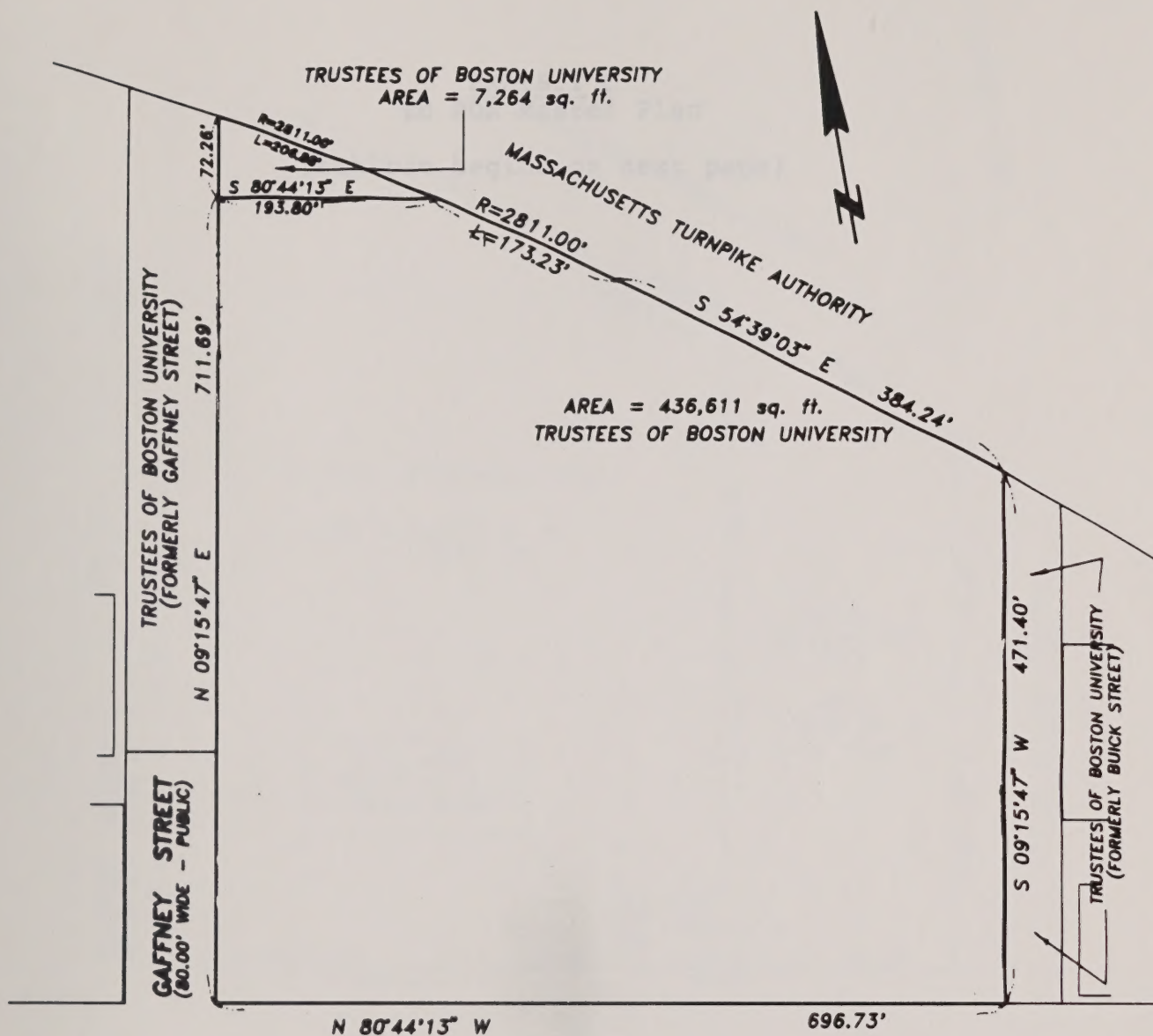


COMMONWEALTH TRAIL - (NEAR PARK AVENUE)

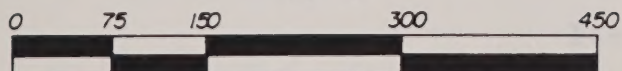


Handwritten signature or initials.

SITE PLAN OF LAND
ADJACENT TO COMMONWEALTH TRAIL
BOSTON, MASS



Robert G. Applegate



SITE PLAN OF LAND
899-925 COMMONWEALTH AVENUE
BOSTON, MASS

SCALE 1"=150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

AUGUST 25, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT C
to PDA Master Plan

(exhibit begins on next page)

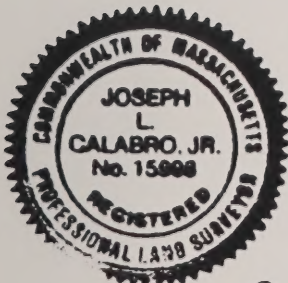
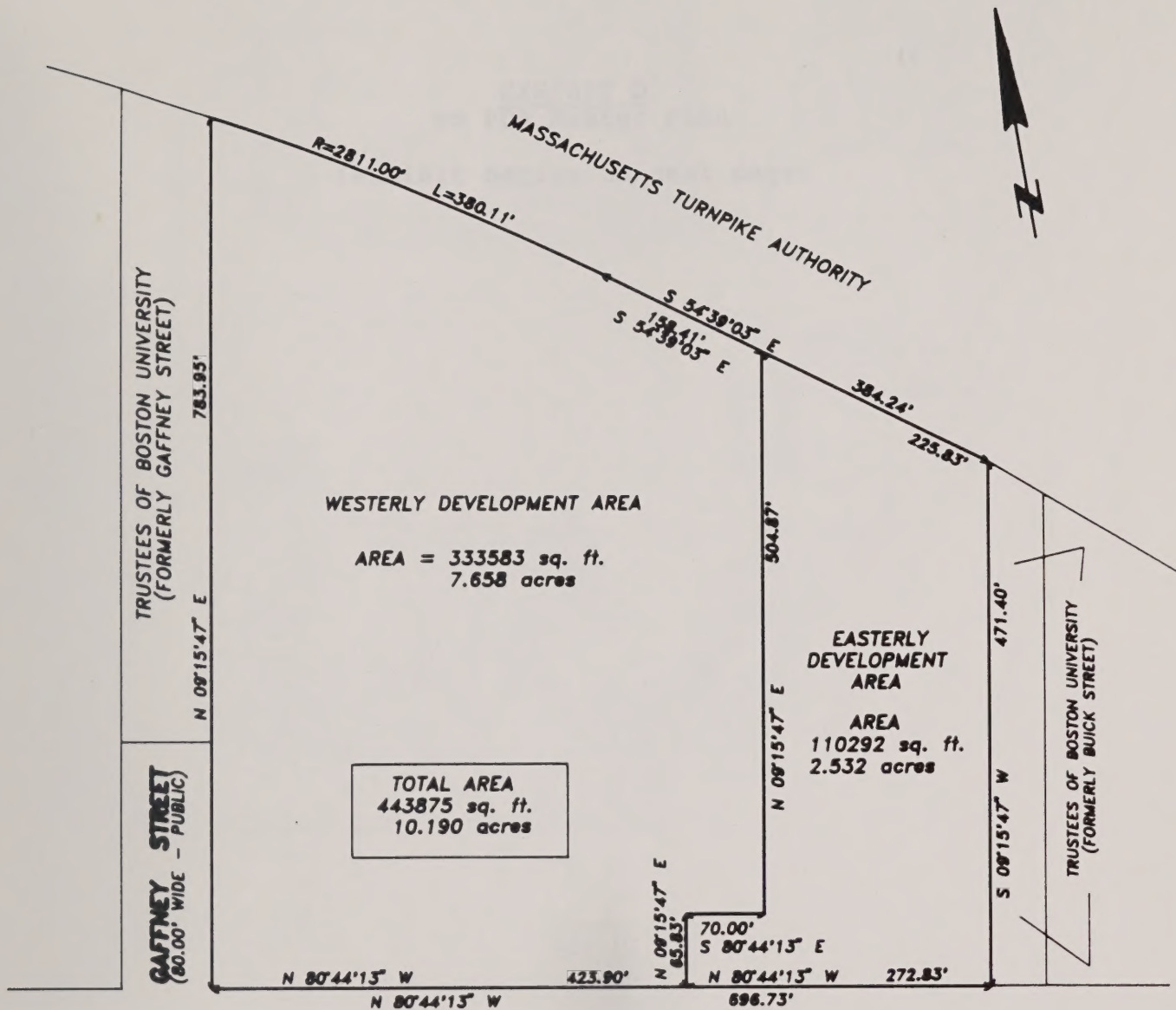


COMMONWEALTH STREET - TRISTAR AVENUE

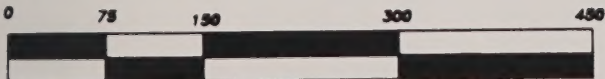


Joseph L. Calabrese

EASTERN AND WESTERN
DEVELOPMENT AREAS
TRISTAR AND COMMONWEALTH AVENUES
BOSTON, MASS.



Joseph L. Calabro



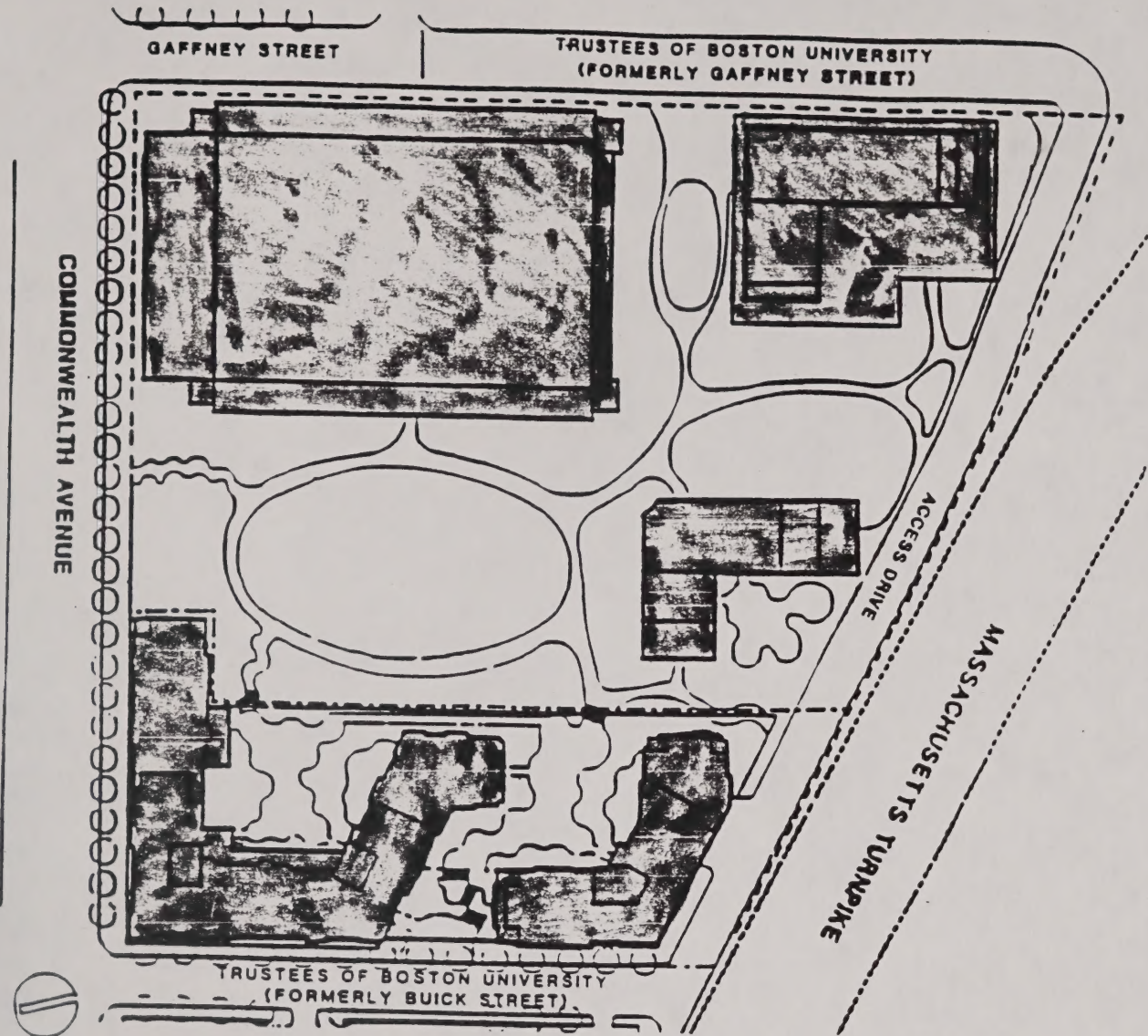
**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT D
to PDA Master Plan

(exhibit begins on next page)



11/30/69

For illustrative and conceptual purposes only; not intended to determine the location or dimensions of buildings.

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PLAN
for
EASTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

899 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Easterly Development Plan") sets forth information on the proposed development (the "Project") of that portion of the Site known as 899 Commonwealth Avenue (the "Easterly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Easterly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 925 Commonwealth Avenue portion of the Site - to be known as the "Westerly Development Area." This Easterly Development Plan represents a stage in the planning process for the improvement of the Easterly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Easterly Development Plan. This Easterly Development Plan consists of 4 pages of text plus attachments

designated Exhibits A through G. All references to this Easterly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Easterly Development Area: The Easterly Development Area consists of a parcel of land containing approximately 110,292 square feet or approximately 2.53 acres, located at 899 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("899 Commonwealth Avenue"), consisting of two components rising above the grade of Commonwealth Avenue. These above-grade components will be constructed above a common parking facility located below the grade of Commonwealth Avenue. The common parking facility may contain uses in addition to parking, including retail/commercial uses. The southerly above-grade component of 899 Commonwealth Avenue (the "Southerly Component") will front on Commonwealth Avenue and will be located in the southeasterly portion of the Site. The northerly above-grade component of 899 Commonwealth Avenue (the "Northerly Component") will front on Buick Street and will be located in the northeasterly portion of the Site. It is currently anticipated that 899 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations attached hereto as Exhibit E illustrate the general appearance of 899 Commonwealth Avenue. The final location, appearance, height and gross floor area of 899 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Easterly Development Area.

Proposed Open Spaces and Landscaping: Two courtyard areas are presently planned in connection with the Project. It is anticipated that these courtyards will be defined to the north, east and south by the facades of 899 Commonwealth Avenue. These courtyards will be landscaped with a variety of paving materials, lighting, decorative seating, fences, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include dormitories, multi-family dwellings, educational and other institutional uses, recreational/athletic uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Easterly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Easterly Development Plan provides for an FAR of 4.8 for the Easterly Development Area based upon the ratio of approximately 528,228 square feet of gross floor area of proposed development

(calculated as described in the Code) to the existing land area in the Easterly Development Area of approximately 110,292 square feet.

Proposed Traffic Circulation: Vehicular access to and egress from 899 Commonwealth Avenue is expected to be on Buick and Gaffney Streets. Current plans provide for an entrance to the parking garage to be located along the western side of 899 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Easterly Development Area will provide up to 375 parking spaces. The Project will include loading docks currently planned for the rear of 899 Commonwealth Avenue.

Access to Public Transportation: The Easterly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit C: Plan showing approximate location of 899 Commonwealth Avenue
- Exhibit D: Maximum Building Heights and Gross Floor Area
- Exhibit E: Elevations
- Exhibit F: Table of Proposed Uses
- Exhibit G: Anticipated Zoning Exceptions

EXHIBIT A
to PDA Easterly Development Plan
(exhibit begins on next page)

This contains parcel of land with the buildings and other improvements situated on the north side of Commercial Avenue and the west side of Jeffrey Street in Boston, Massachusetts, being shown as a parcel containing 117,271 square feet on a plan entitled "Easterly and Westerly Development Areas 252-253 Commercial Avenue, Boston, Mass" dated October 27, 1947, prepared by Harry W. Feldman, Inc., bounded and described according to said plan as follows:

NORTHERLY	by Commercial Avenue, 272.83 feet;
EASTERLY, SOUTHERLY and WESTERLY	by the Westerly Development Area, 27.23 feet, 76.65 feet and 266.23 feet, respectively;
SOUTHERLY	by land of the Massachusetts Springfields Authority, 272.23 feet; and
EASTERLY	by land of Trustees of Boston University, 271.46 feet.

The above-described parcel is a portion of the premises described in the plan of Boston University as land of the Commonwealth of Massachusetts dated February 4, 1927 and recorded with said plan in Book 1156, Page 2.

Exhibit A

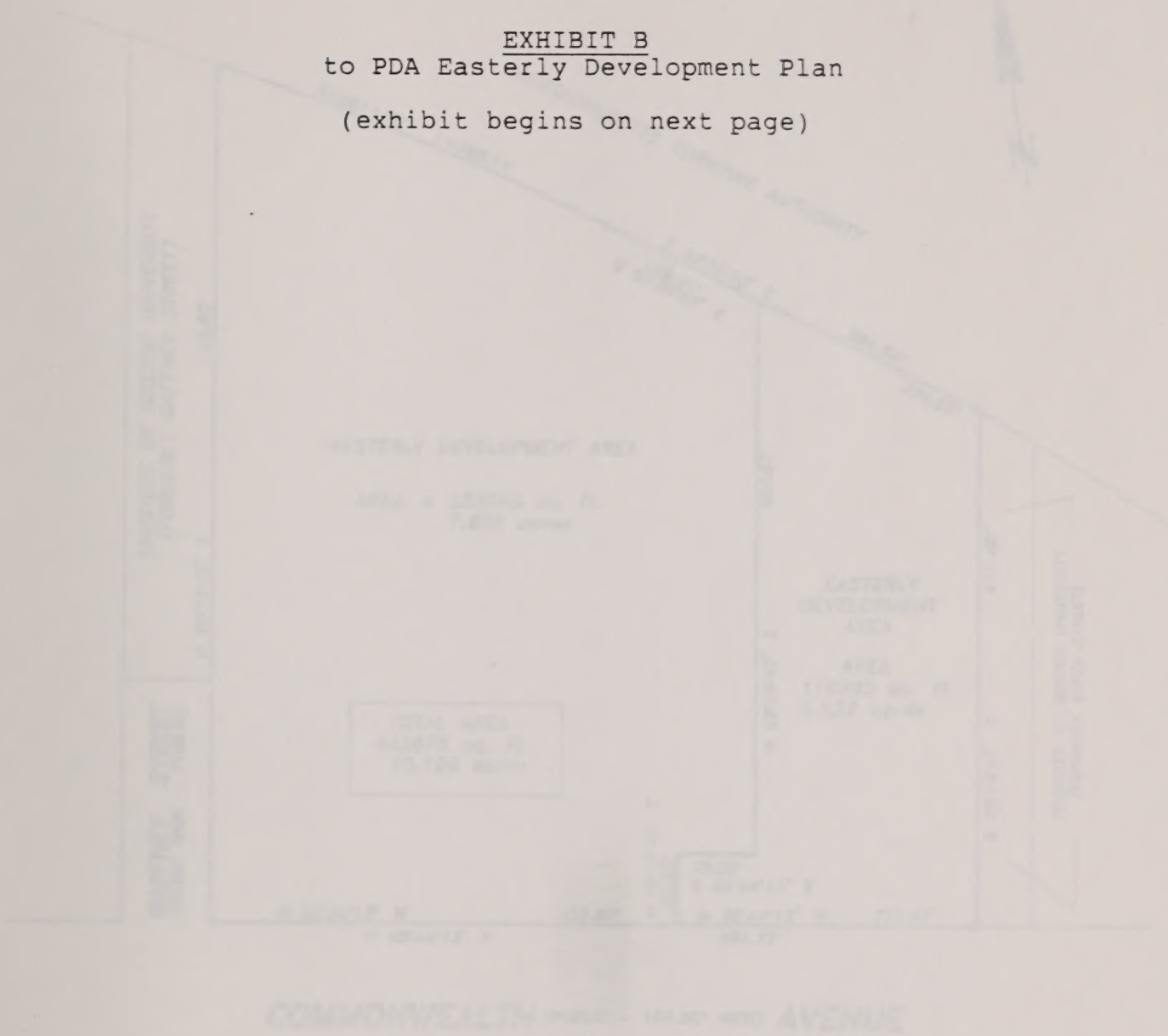
Easterly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 110,292 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 272.83 feet;
WESTERLY, NORTHERLY and WESTERLY	by the Westerly Development Area, 65.83 feet, 70.00 feet and 504.87 feet, respectively;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 225.83 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

The above-described parcel is a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Easterly Development Plan
(exhibit begins on next page)

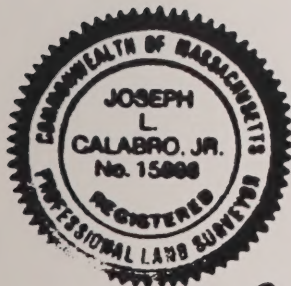
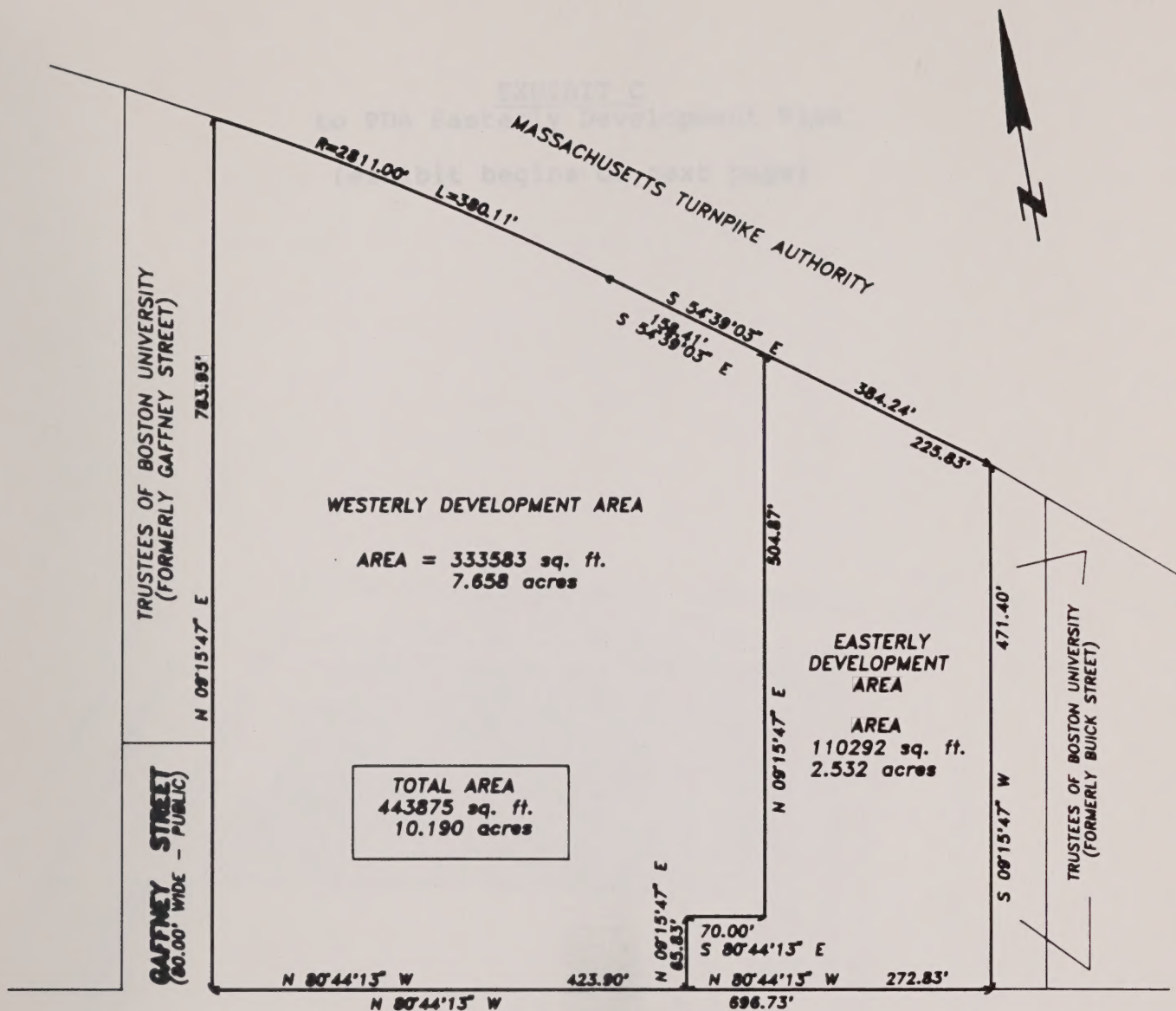


COMMONWEALTH AVENUE - 100.00' WIDE AVENUE



Joseph L. Calabrese

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS
880-882 COMMONWEALTH AVENUE
BOSTON, MASS.**



Joseph L. Calabro, Jr.

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

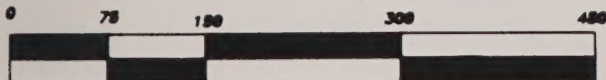
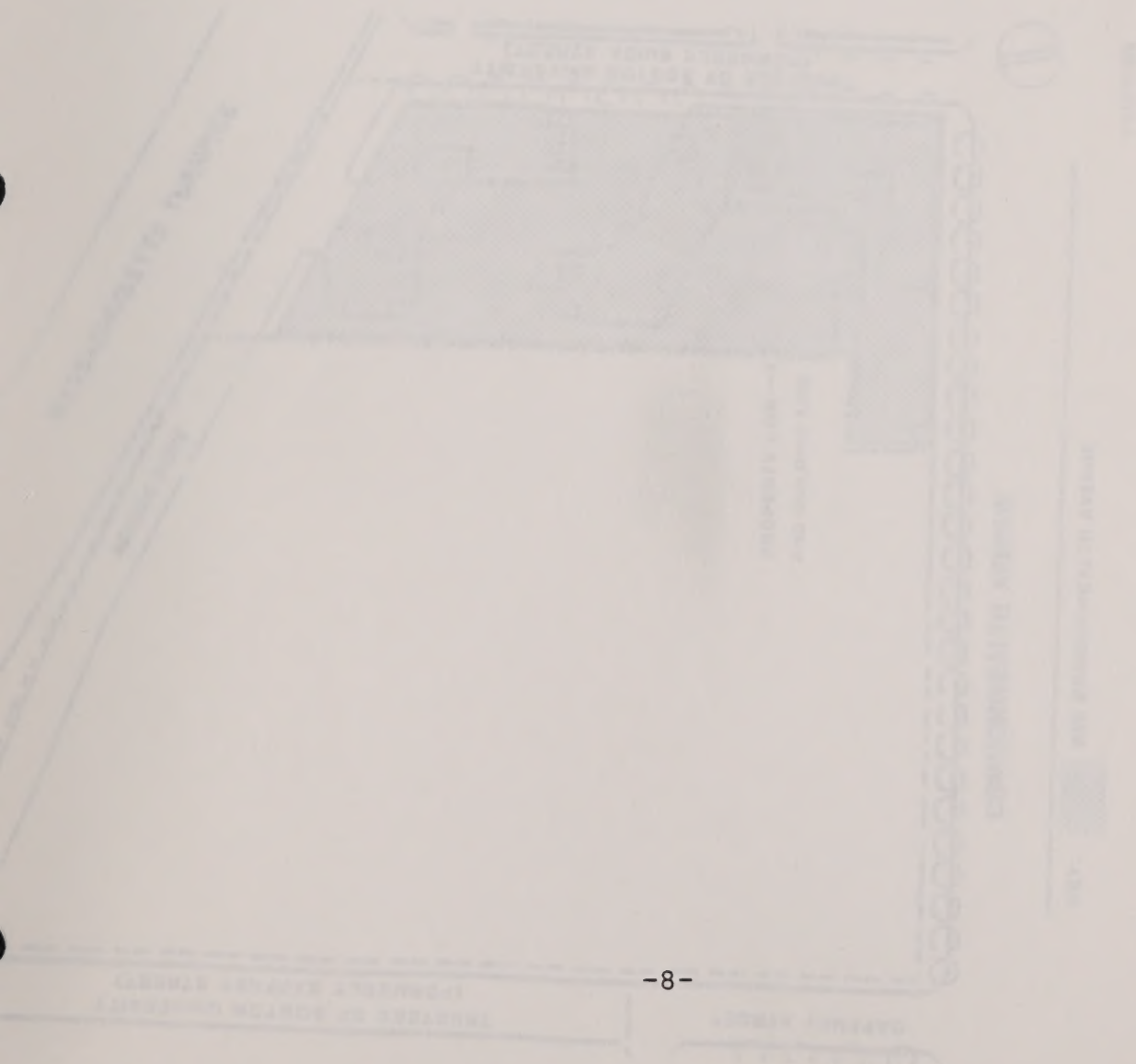
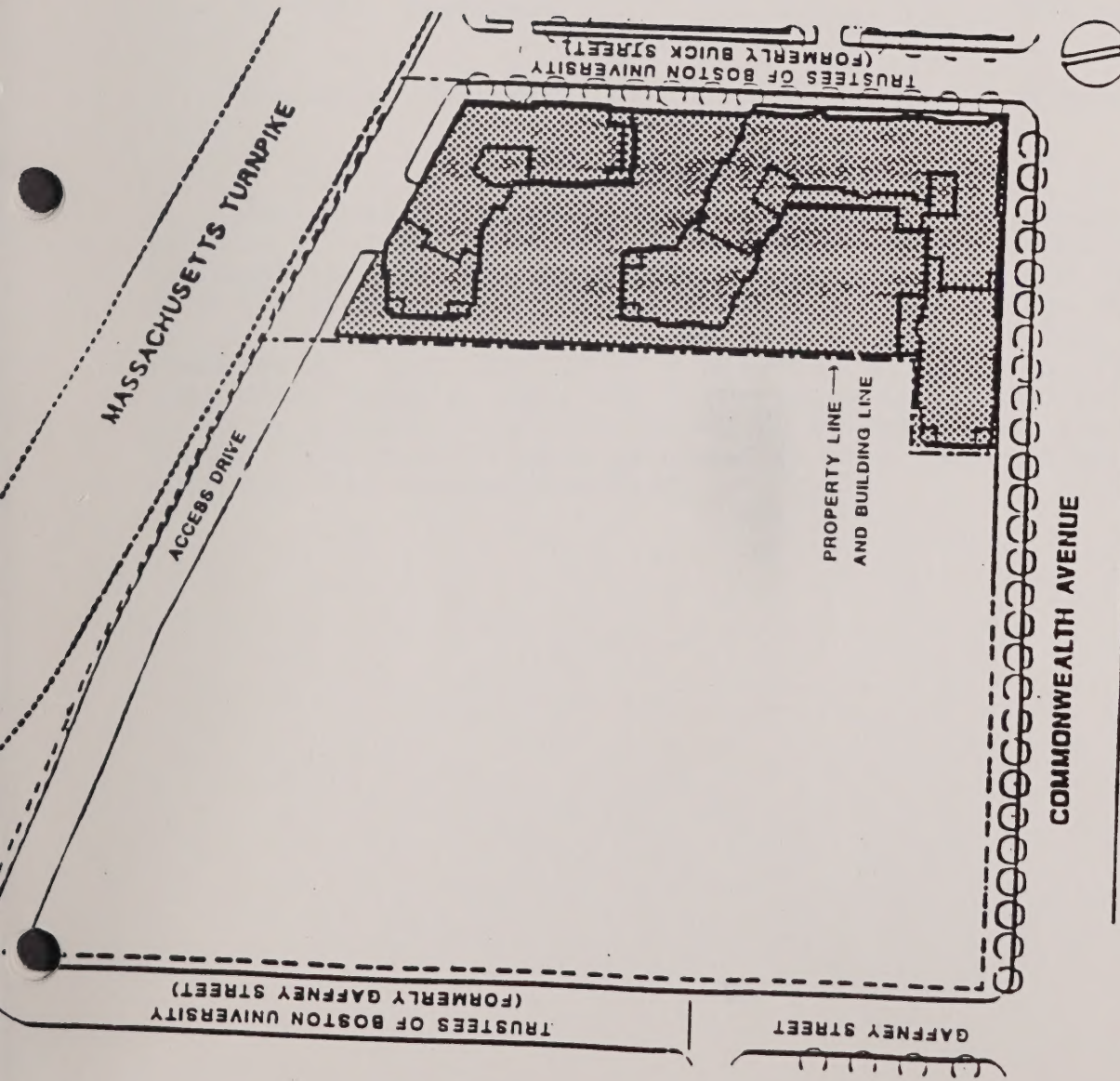


EXHIBIT C
to PDA Easterly Development Plan
(exhibit begins on next page)





KEY:  800 COMMONWEALTH AVENUE

11/30/89

Exhibit 3
to the Faculty Development Plan
(see also next page)

EXHIBIT D
to PDA Easterly Development Plan
(exhibit begins on next page)

MAXIMUM BUILDING HEIGHTS AND FLOOR AREA

	Gross Floor Area Not to Exceed (Square Feet)	Height Not to Exceed (Feet)
399 Commercial Avenue	570,000	35
Northern Component		35
Southern Component		35

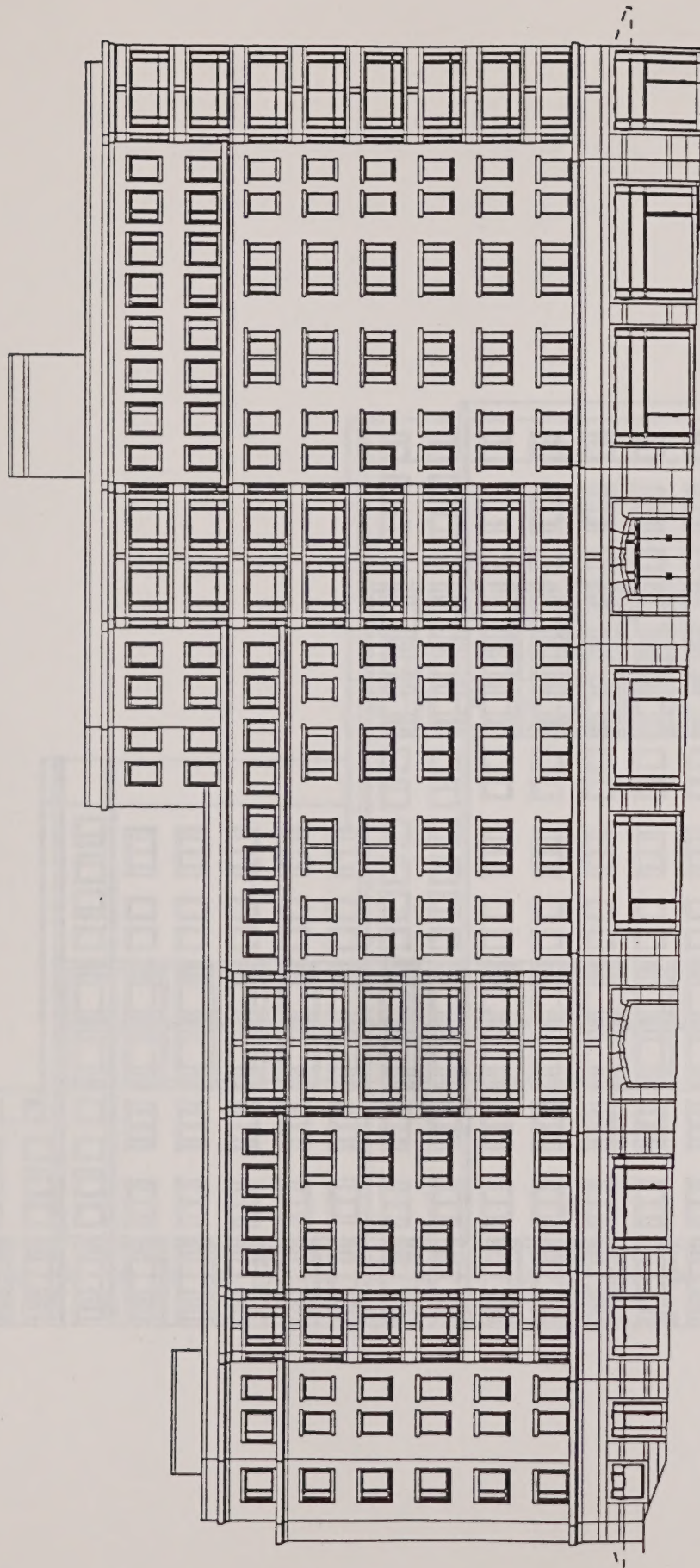
The parking garage to be located in 399 Commercial Avenue will be situated below the average grade of Commercial Avenue as it abuts the Easterly Development Area. Because the Code excludes from the definition of "Gross Floor Area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in the Commercial Avenue is not included in the "Gross Floor Area" figure provided on this table or elsewhere in this Easterly Development Plan.

MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

	<u>Gross Floor Area Not to Exceed (square feet)</u>	<u>Height Not to Exceed (stories above 45 feet Boston City Base)</u>
899 Commonwealth Avenue	528,228	
Northern Component		18 stories
Southern Component		9 stories

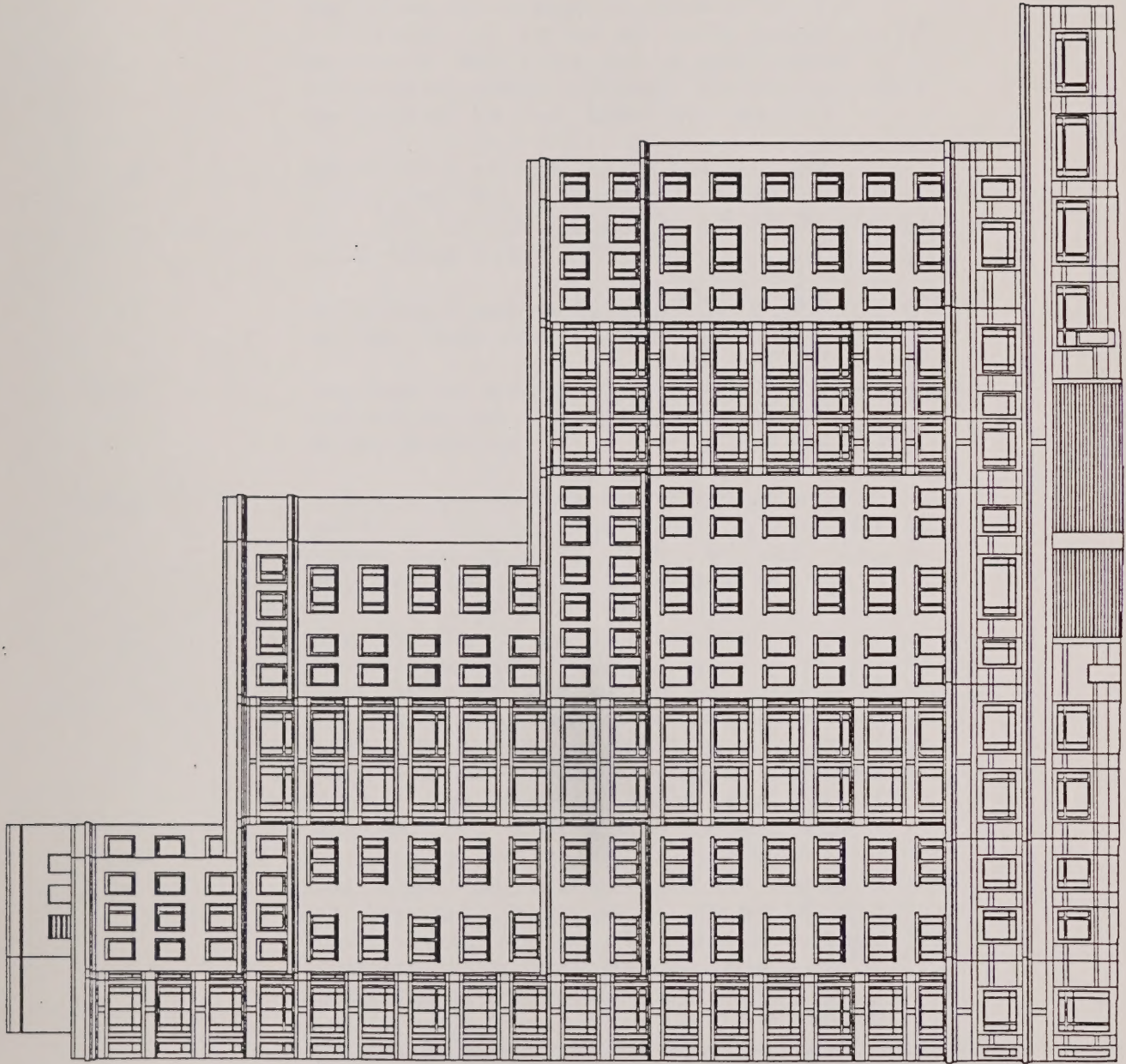
The parking garage to be located in 899 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Easterly Development Area. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 899 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Easterly Development Plan.

EXHIBIT E
to PDA Easterly Development Plan
(exhibit begins on next page)



SOUTH ELEVATION-COMMONWEALTH AVENUE

Reduced from A310 11/6/89



NORTH ELEVATION-ACCESS ROAD
Reduced from A317 11/6/89

(exhibit begins on next page)

-12-

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
7	Building or group of buildings for occupancy by three or more families in separate dwelling units including apartment hotel without accessory uses specified in Use Item No. 78
12	Dormitory on the same lot as, and accessory to, a use specified in Use Item No. 16A or Use Item No. 18 on a lot of less than three acres
13	Dormitory not accessory to a use specified in Use Item No. 16A or Use Item No. 18
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
20A	Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
34	Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A,

including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances

- 35 Furniture store, general merchandise mart, or other store serving primarily the community and surrounding neighborhoods, including accessory storage
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles
- 37A The maintenance and operation of any amusement game machine in a private club, dormitory, fraternity or sorority house, or similar non-commercial establishment (other than as an accessory use described in Use Item No. 86a)
- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as

- accessory use described in Use Item No. 86b or 86c); provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use
- 40 Real estate, insurance or other agency office
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use
- 44 Tailor shop; hand laundry; dry-cleaning shop
- 59 Parking garage
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, news-stand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building
- 79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use
- 86a As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines in a private club, dormitory, fraternity or sorority house, or similar noncommercial use

EXHIBIT G
to PDA Easterly Development Plan
(exhibit begins on next page)

100' 110' 120' 130' 140' 150' 160' 170' 180' 190' 200' 210' 220' 230' 240' 250' 260' 270' 280' 290' 300'

Station	Description	Distance	Area
10	Right Way Road	2.0	4.0
15	Right Way Road	2.5	6.25
20	Right Way Road	3.0	9.0
25	Right Way Road	3.5	12.25
30	Right Way Road	4.0	16.0
35	Right Way Road	4.5	20.25
40	Right Way Road	5.0	25.0
45	Right Way Road	5.5	30.25
50	Right Way Road	6.0	36.0
55	Right Way Road	6.5	42.25
60	Right Way Road	7.0	49.0
65	Right Way Road	7.5	56.25
70	Right Way Road	8.0	64.0
75	Right Way Road	8.5	72.25
80	Right Way Road	9.0	81.0
85	Right Way Road	9.5	90.25
90	Right Way Road	10.0	100.0
95	Right Way Road	10.5	110.25
100	Right Way Road	11.0	121.0
105	Right Way Road	11.5	132.25
110	Right Way Road	12.0	144.0
115	Right Way Road	12.5	156.25
120	Right Way Road	13.0	169.0
125	Right Way Road	13.5	182.25
130	Right Way Road	14.0	196.0
135	Right Way Road	14.5	210.25
140	Right Way Road	15.0	225.0
145	Right Way Road	15.5	240.25
150	Right Way Road	16.0	256.0
155	Right Way Road	16.5	272.25
160	Right Way Road	17.0	289.0
165	Right Way Road	17.5	306.25
170	Right Way Road	18.0	324.0
175	Right Way Road	18.5	342.25
180	Right Way Road	19.0	361.0
185	Right Way Road	19.5	380.25
190	Right Way Road	20.0	400.0
195	Right Way Road	20.5	420.25
200	Right Way Road	21.0	441.0
205	Right Way Road	21.5	462.25
210	Right Way Road	22.0	484.0
215	Right Way Road	22.5	506.25
220	Right Way Road	23.0	529.0
225	Right Way Road	23.5	552.25
230	Right Way Road	24.0	576.0
235	Right Way Road	24.5	600.25
240	Right Way Road	25.0	625.0
245	Right Way Road	25.5	650.25
250	Right Way Road	26.0	676.0
255	Right Way Road	26.5	702.25
260	Right Way Road	27.0	729.0
265	Right Way Road	27.5	756.25
270	Right Way Road	28.0	784.0
275	Right Way Road	28.5	812.25
280	Right Way Road	29.0	841.0
285	Right Way Road	29.5	870.25
290	Right Way Road	30.0	900.0
295	Right Way Road	30.5	930.25
300	Right Way Road	31.0	961.0
305	Right Way Road	31.5	992.25
310	Right Way Road	32.0	1024.0
315	Right Way Road	32.5	1056.25
320	Right Way Road	33.0	1089.0
325	Right Way Road	33.5	1122.25
330	Right Way Road	34.0	1156.0
335	Right Way Road	34.5	1190.25
340	Right Way Road	35.0	1225.0
345	Right Way Road	35.5	1260.25
350	Right Way Road	36.0	1296.0
355	Right Way Road	36.5	1332.25
360	Right Way Road	37.0	1369.0
365	Right Way Road	37.5	1406.25
370	Right Way Road	38.0	1444.0
375	Right Way Road	38.5	1482.25
380	Right Way Road	39.0	1521.0
385	Right Way Road	39.5	1560.25
390	Right Way Road	40.0	1600.0
395	Right Way Road	40.5	1640.25
400	Right Way Road	41.0	1681.0
405	Right Way Road	41.5	1722.25
410	Right Way Road	42.0	1764.0
415	Right Way Road	42.5	1806.25
420	Right Way Road	43.0	1849.0
425	Right Way Road	43.5	1892.25
430	Right Way Road	44.0	1936.0
435	Right Way Road	44.5	1980.25
440	Right Way Road	45.0	2025.0
445	Right Way Road	45.5	2070.25
450	Right Way Road	46.0	2116.0
455	Right Way Road	46.5	2162.25
460	Right Way Road	47.0	2209.0
465	Right Way Road	47.5	2256.25
470	Right Way Road	48.0	2304.0
475	Right Way Road	48.5	2352.25
480	Right Way Road	49.0	2401.0
485	Right Way Road	49.5	2450.25
490	Right Way Road	50.0	2500.0
495	Right Way Road	50.5	2550.25
500	Right Way Road	51.0	2601.0
505	Right Way Road	51.5	2652.25
510	Right Way Road	52.0	2704.0
515	Right Way Road	52.5	2756.25
520	Right Way Road	53.0	2809.0
525	Right Way Road	53.5	2862.25
530	Right Way Road	54.0	2916.0
535	Right Way Road	54.5	2970.25
540	Right Way Road	55.0	3025.0
545	Right Way Road	55.5	3080.25
550	Right Way Road	56.0	3136.0
555	Right Way Road	56.5	3192.25
560	Right Way Road	57.0	3249.0
565	Right Way Road	57.5	3306.25
570	Right Way Road	58.0	3364.0
575	Right Way Road	58.5	3422.25
580	Right Way Road	59.0	3481.0
585	Right Way Road	59.5	3540.25
590	Right Way Road	60.0	3600.0
595	Right Way Road	60.5	3660.25
600	Right Way Road	61.0	3721.0
605	Right Way Road	61.5	3782.25
610	Right Way Road	62.0	3844.0
615	Right Way Road	62.5	3906.25
620	Right Way Road	63.0	3969.0
625	Right Way Road	63.5	4032.25
630	Right Way Road	64.0	4096.0
635	Right Way Road	64.5	4160.25
640	Right Way Road	65.0	4225.0
645	Right Way Road	65.5	4290.25
650	Right Way Road	66.0	4356.0
655	Right Way Road	66.5	4422.25
660	Right Way Road	67.0	4489.0
665	Right Way Road	67.5	4556.25
670	Right Way Road	68.0	4624.0
675	Right Way Road	68.5	4692.25
680	Right Way Road	69.0	4761.0
685	Right Way Road	69.5	4830.25
690	Right Way Road	70.0	4900.0
695	Right Way Road	70.5	4970.25
700	Right Way Road	71.0	5041.0
705	Right Way Road	71.5	5112.25
710	Right Way Road	72.0	5184.0
715	Right Way Road	72.5	5256.25
720	Right Way Road	73.0	5329.0
725	Right Way Road	73.5	5402.25
730	Right Way Road	74.0	5476.0
735	Right Way Road	74.5	5550.25
740	Right Way Road	75.0	5625.0
745	Right Way Road	75.5	5700.25
750	Right Way Road	76.0	5776.0
755	Right Way Road	76.5	5852.25
760	Right Way Road	77.0	5929.0
765	Right Way Road	77.5	6006.25
770	Right Way Road	78.0	6084.0
775	Right Way Road	78.5	6162.25
780	Right Way Road	79.0	6241.0
785	Right Way Road	79.5	6320.25
790	Right Way Road	80.0	6400.0
795	Right Way Road	80.5	6480.25
800	Right Way Road	81.0	6561.0
805	Right Way Road	81.5	6642.25
810	Right Way Road	82.0	6724.0
815	Right Way Road	82.5	6806.25
820	Right Way Road	83.0	6889.0
825	Right Way Road	83.5	6972.25
830	Right Way Road	84.0	7056.0
835	Right Way Road	84.5	7140.25
840	Right Way Road	85.0	7225.0
845	Right Way Road	85.5	7310.25
850	Right Way Road	86.0	7396.0
855	Right Way Road	86.5	7482.25
860	Right Way Road	87.0	7569.0
865	Right Way Road	87.5	7656.25
870	Right Way Road	88.0	7744.0
875	Right Way Road	88.5	7832.25
880	Right Way Road	89.0	7921.0
885	Right Way Road	89.5	8010.25
890	Right Way Road	90.0	8100.0
895	Right Way Road	90.5	8190.25
900	Right Way Road	91.0	8281.0
905	Right Way Road	91.5	8372.25
910	Right Way Road	92.0	8464.0
915	Right Way Road	92.5	8556.25
920	Right Way Road	93.0	8649.0
925	Right Way Road	93.5	8742.25
930	Right Way Road	94.0	8836.0
935	Right Way Road	94.5	8930.25
940	Right Way Road	95.0	9025.0
945	Right Way Road	95.5	9120.25
950	Right Way Road	96.0	9216.0
955	Right Way Road	96.5	9312.25
960	Right Way Road	97.0	9409.0
965	Right Way Road	97.5	9506.25
970	Right Way Road	98.0	9604.0
975	Right Way Road	98.5	9702.25
980	Right Way Road	99.0	9801.0
985	Right Way Road	99.5	9900.25
990	Right Way Road	100.0	10000.0

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 12, 13, 16A, 20A, 34, 35, 36A, 44, 71, 79, 85, 86a

<u>Article</u>		<u>Requirements</u>	<u>Proposed</u>
15	Floor Area Ratio	2.0	4.8
16	Maximum Height	2- $\frac{1}{2}$ stories/ 35'	18 stories/ 195'
18	Front Yard Requirement	15'	none
19	Side Yard Requirement	East - 26.70' West - 20'	East - none West - none
20	Rear Yards	30'	0
21	Minimum Setback of Parapet	North - 57.36' South - 3.61' East - 44.13' 49.48' West - 18.42' 21.53' 24.12'	North - none South - none East - none West - none
23	Off-Street Parking	1,408	320
24	Off-Street Loading	6	3
27F	Allston-Brighton Interim Planning Overlay District		

BOSTON REDEVELOPMENT AUTHORITY
DEVELOPMENT PLAN
for
WESTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

925 Commonwealth Avenue

Trustees of Boston University

January 25, 1989

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Westerly Development Plan") sets forth information on the proposed development and use (the "Project") of that portion of the Site known as 925 Commonwealth Avenue (the "Westerly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Westerly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 899 Commonwealth Avenue portion of the Site - to be known as the "Easterly Development Area." This Westerly Development Plan represents a stage in the planning process for the improvement of the Westerly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Westerly Development Plan. This Westerly Development Plan consists of 5 pages of text plus attachments designated Exhibits A through F. All references to this Westerly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through F are subject to final

design, environmental and other development review by the BRA and by other governmental agencies and authorities.

This Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, as described in and consistent with the PDA Master Plan, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area. When financing or funding, programming, planning, design and other requirements have been finalized or satisfied with regard to such construction, it is expected that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and Boston Zoning Commission ("BZC") approval.

Developer: Trustees of Boston University, a Massachusetts non-profit, educational corporation, its successors and assigns (the "University").

Location and Description of Westerly Development Area: The Westerly Development Area consists of a parcel of land containing approximately 333,583 square feet or approximately 7.66 acres located at 925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: The current locations of the buildings on the Westerly Development Area are shown on a plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. Except for the planned demolition of some or all of the structures on the Westerly Development Area, as described in more detail below, the location and appearance of the buildings on the Westerly Development Area are not expected to change in any material respect in the immediate future.

As stated above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is currently anticipated that certain of the existing structures will be demolished, as depicted on the plan attached hereto as Exhibit C. Certain other structures currently located on the Westerly Development Area, also depicted on Exhibit C, may be demolished as well. Following any required governmental reviews and approvals, and following the demolition of certain buildings, tennis courts covered with air structures to allow use all year around may be constructed in the northerly portion of the Westerly Development Area.

Proposed Open Spaces and Landscaping: A large portion of the Westerly Development Area will remain open for surface parking, pedestrian walkways and recreational/athletic uses. Landscaping on the Westerly Development Area will be integrated and harmonious with the landscaping of the Easterly Development Area so as to visually unify the Site. Trees and other plantings will be used to soften the pedestrian environment. A variety of paving and landscape materials will be used to differentiate and enrich the paths and walkways throughout the Westerly Development Area. An overlook terrace will be constructed in the southeasterly portion of the Westerly Development Area. The plan attached hereto as Exhibit D depicts certain aspects of the open spaces and landscaping currently proposed for the Westerly Development Area.

As noted above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. When completed, the subsequent development of the Westerly Development Area will include an open space of not less than two acres with access to such open space provided from Commonwealth Avenue. Provision for this open space will be made in the appropriate development plan or plans for the Westerly Development Area.

Proposed Uses of the Area: The Project is planned to include educational institutional uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the forgoing uses, including driveways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit E attached hereto. Prior to any rehabilitation or replacement thereof pursuant to a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan, the existing Armory structure located on the Westerly Development Area shall not be used for any non-University related events with the number of attendees expected to exceed 2,000 except for recreational or athletic uses by children of primary and secondary school age and commencements and other functions of other educational institutions.

Proposed Dimensions of Structures: As stated earlier, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is anticipated that those structures that are not demolished will generally retain their present dimensions. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of

the Code. Exhibit F attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Westerly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Westerly Development Plan provides for an FAR for the Westerly Development Area of less than the 2.0 permitted as-of-right under the Code.

As noted above, it is anticipated that subsequent construction will be undertaken on the Westerly Development Area, in addition to the development proposed in connection with this Westerly Development Plan, and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. Because the PDA Master Plan provides for an overall FAR of 3.3 for the Site (based upon the construction of up to 1,468,000 square feet of gross floor area), any PDA development plan or plans for the Westerly Development Area will not provide for construction on the Westerly Development Area in a manner that would cause the FAR for the Site to exceed 3.3 or the number of square feet of gross floor area on the Site (calculated as described in the Code) to exceed 1,468,000.

Proposed Traffic Circulation: Gaffney and Buick Streets will continue to allow vehicles access and egress to the Site. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Proposed Parking and Loading Facilities: The Westerly Development Area will provide up to 155 surface parking spaces. Off-street grade-access service areas, including loading bays, will also be provided on the Westerly Development Area.

Access to Public Transportation: The Westerly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

PDA Master Plan: The Westerly Development Area shall be developed in a manner consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Corporation Agreement for the Site, as modified by such Cooperation Agreement.

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit C: Plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit D: Landscape Plan
- Exhibit E: Table of Proposed Uses
- Exhibit F: Anticipated Zoning Exceptions

Exhibit A

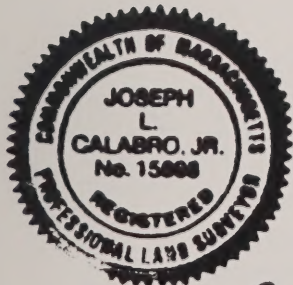
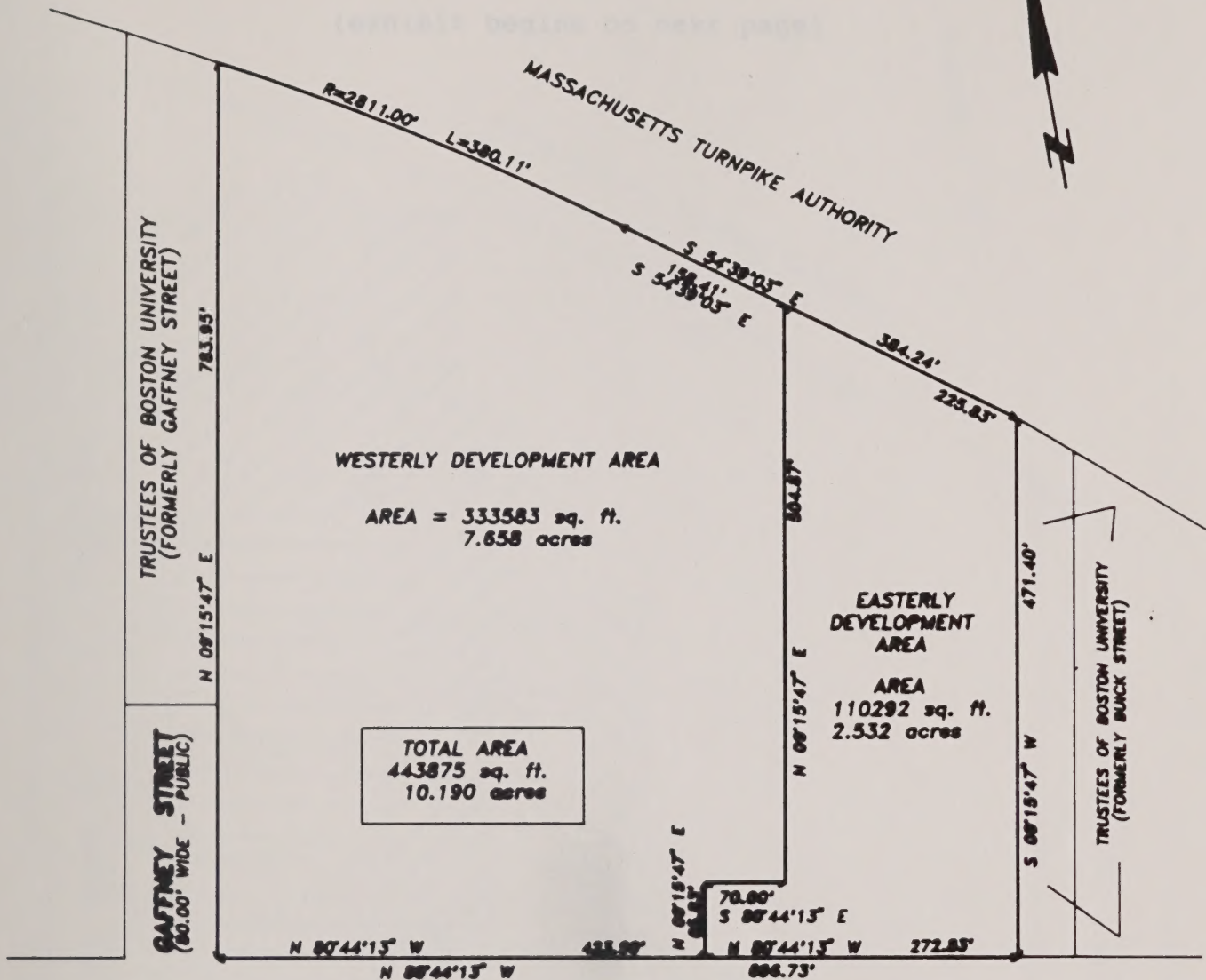
Westerly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 333,583 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

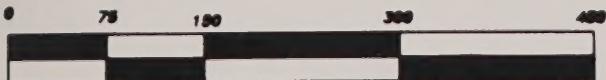
SOUTHERLY	by Commonwealth Avenue, 423.90 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 538.52 feet; and
EASTERLY, SOUTHERLY and EASTERLY	by the Easterly Development Area, 504.87 feet, 70.00 feet and 65.83 feet, respectively.

The above-described parcel includes:

- a. the premises conveyed to Trustees of Boston University by deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.



Joseph L. Calabro



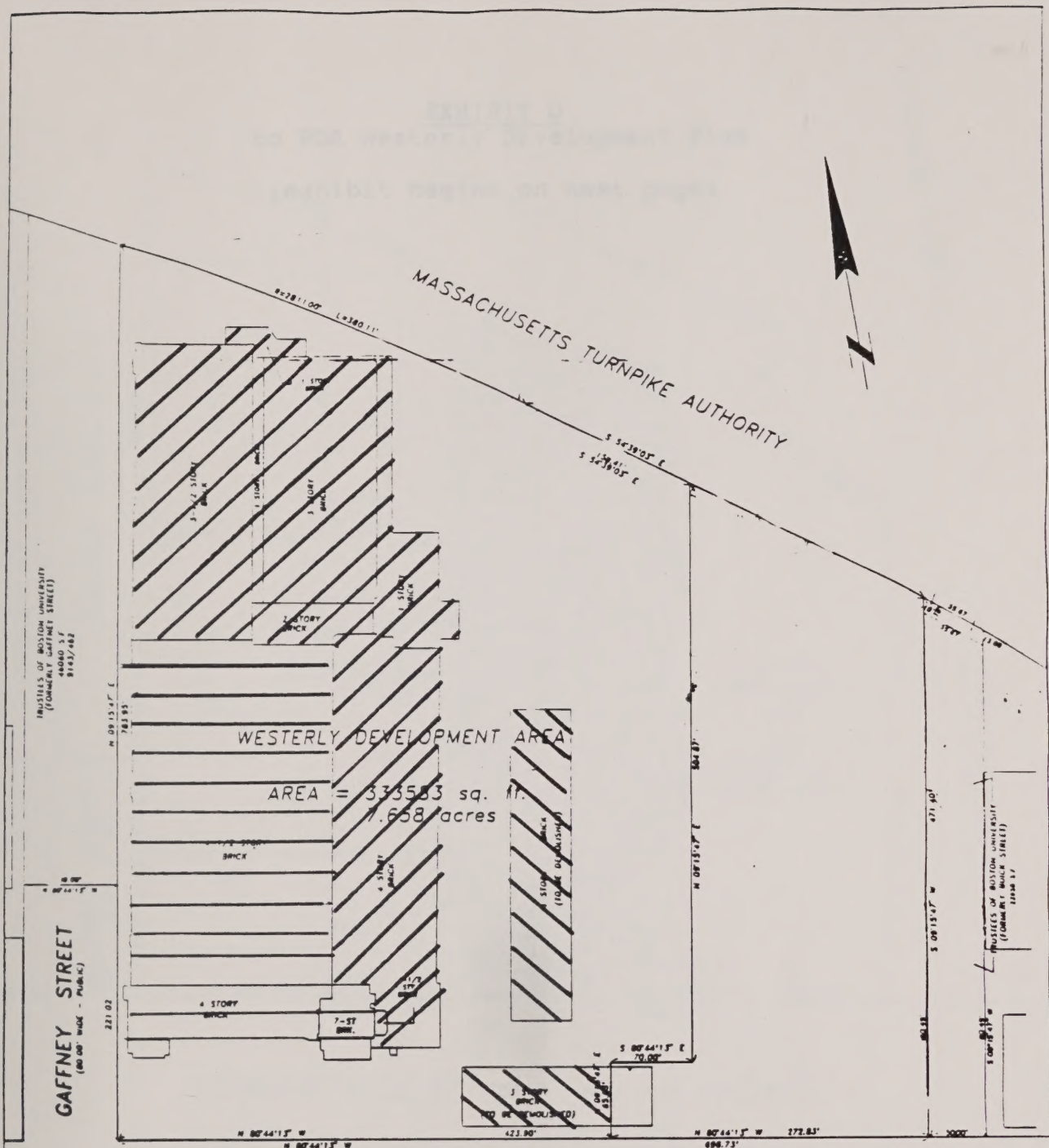
**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT C
to PDA Westerly Development Plan
(exhibit begins on next page)





To be demolished pursuant to this
Westerly Development Plan



May be demolished pursuant to this
Westerly Development Plan



May be demolished pursuant to
subsequent PDA development plans



PLAN OF LAND
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE 1"=40'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

NOVEMBER 21, 1989
LAND SURVEYORS
BOSTON, MASS

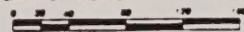


EXHIBIT D
to PDA Westerly Development Plan
(exhibit begins on next page)



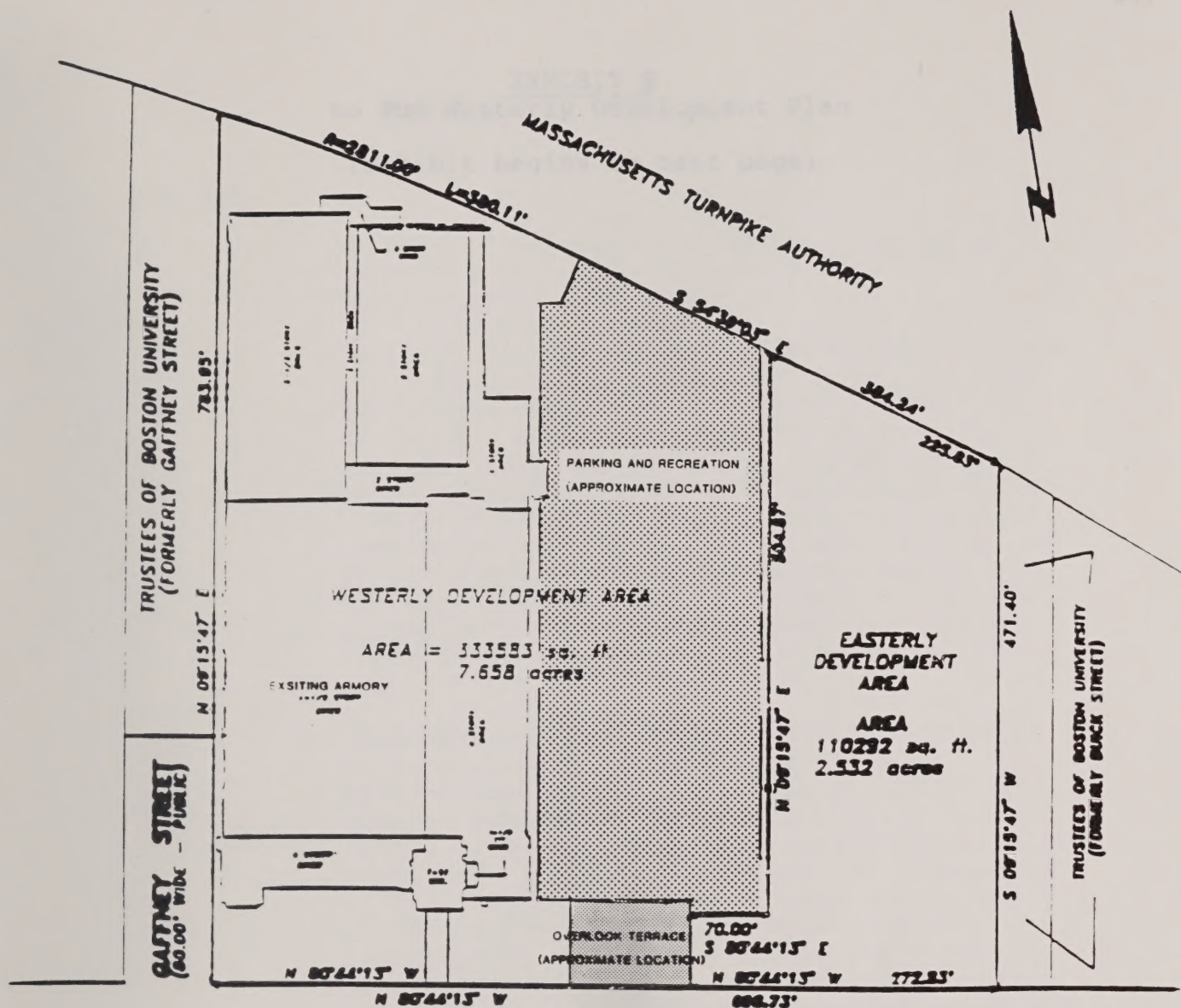
COMMONWEALTH AVENUE - MAP AND AVENUE

TOTAL AREA
SARNOFF 10.14
10.14 ACRES

EASTERN AND WESTERN
DEVELOPMENT AREAS
FOR THE COMMONWEALTH AVENUE
BOSTON, MASS.

MADE FOR THE
MASS. DEPT. OF TRANSPORTATION
100 BRIMLEY AVENUE

REVISED 27, 1966
LAND DEVELOPMENT
BOSTON, MASS.



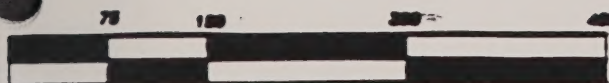
COMMONWEALTH (PUBLIC - 100.00' WIDE) AVENUE

TOTAL AREA
443875 sq. ft.
10.190 acres

EASTERLY AND WESTERLY
DEVELOPMENT AREAS
898-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS



(exhibit begins on next page)

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area
28	Private grounds for games and sports not conducted for profit
58	Parking lot

- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT F
to PDA Westerly Development Plan
(exhibit begins on next page)

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 24, 27A, 71, 85

Article

16	Maximum Height
20	Rear Yards
21	Minimum Setback of Parapet
23	Off-Street Parking
24	Off-Street Loading
27F	Allston-Brighton Interim Planning Overlay District

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR

PLANNED DEVELOPMENT AREA NO. 38

899-925 COMMONWEALTH AVENUE

WHEREAS, THIS AGREEMENT is dated as of _____, 1990
between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the
"Authority"), a body politic and corporate created pursuant to
chapter 652 of the Acts of 1960, as amended, and TRUSTEES OF
BOSTON UNIVERSITY, an educational, non-profit corporation whose
principal business address is 881 Commonwealth Avenue, Attn: Vice
President for Financial Affairs (hereinafter the "Applicant"); the
Authority and the Applicant, collectively, shall be referred to
herein as the parties.

WITNESSETH

WHEREAS, the Applicant wishes to undertake the development of
a certain parcel of land in the City of Boston bounded by the
Massachusetts Turnpike, Gaffney Street, Commonwealth Avenue and
Buick Street, as more particularly described in Exhibit A (the
"Site");

WHEREAS, the Applicant submitted to the Authority an application letter dated January 16, 1990 for designation of the Site as Planned Development Area Number 38, which application letter requested approval of (a) a PDA master plan and development impact project plan for the Site (the "PDA Master Plan"), (b) a PDA development plan (the "Easterly Development Plan") for the easterly portion of the Site (the "Easterly Development Area") and (c) a PDA development plan (the "Westerly Development Plan") for the westerly portion of the Site (the "Westerly Development Area");

WHEREAS, the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan were approved by the Authority on _____, 1990 (the "Vote"), after a public hearing at its meeting held on _____ 1990, notice of which hearing was published in The Boston Herald on _____, 1990, a certified copy of which Vote is attached hereto as Exhibit B;

WHEREAS, the Applicant proposes to develop on the Site a development (the "Development") consisting of a series of buildings (the "Buildings");

WHEREAS, the Development is proposed to include dormitories, multi-family dwellings, educational and other institutional uses,

retail businesses, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site;

WHEREAS, the Development constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing the Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust") as referred to in Article 26B of the Boston Zoning Code has been created by Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council of August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Master Plan and Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Master Plan and Development Impact Project Plan for the Site, a copy of which is attached hereto as Exhibit C and hereby incorporated by reference (the "PDA Master Plan"), that the PDA Master Plan includes a Development Impact Project Plan as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and that after a public hearing held on _____, 1990, notice of which was published in The Boston Herald on _____, 1990, the Authority approved the PDA Master Plan on _____, 1990 pursuant to and in accordance with the Boston Zoning Code.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Housing Linkage Payment"), as such term is defined in Section 26A-2(3) of the Boston Zoning Code, in an amount calculated in accordance with

Paragraph 2.4 of this Agreement. The Applicant may, at its option, for any or all of the Housing Linkage Buildings (as that term is defined in Paragraph 2.4 of this Agreement), satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Paragraph 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with Paragraph 2.3 of this Agreement (hereinafter "Housing Payment Option"), or by a combination of both the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to create or contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in order to satisfy its obligation for all or a part of the Housing Linkage Payments for any or all of the Housing Linkage Buildings, the Applicant shall submit a proposal in writing to the Authority for such Housing Linkage Building or Buildings on or before the Housing Linkage Payment Date (as defined in Paragraph 2.6 of this Agreement) for such Building or Buildings. Such proposal, approved in accordance with the Housing Creation Regulations adopted by the Authority pursuant to Section 26A-2(3)(a) of Article 26A of the Boston Zoning Code (the "Housing Creation Regulations"), shall satisfy the provisions of

Section 26A-2.3(a) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. In the event that the Applicant elects the Housing Creation Option, the Applicant pledges compliance with the Housing Creation Regulations. The proposal shall be subject to approval by the Authority after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Housing Linkage Payments for any or all of the Housing Linkage Buildings, said payments shall be made to the Collector-Treasurer of the City of Boston (the "Collector-Treasurer") as managing trustee of the Neighborhood Housing Trust. Payments for each Housing Linkage Building shall be made in 12 equal annual installments. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Housing Linkage Payments. The first installment of such payments for each Housing Linkage Building shall be due and payable on the Housing Linkage Payment Date for such Housing Linkage Building as defined in Paragraph 2.6 of this Agreement, and subsequent installments with regard to such Housing Linkage Building shall be due and payable without interest on the following 11 anniversary dates of the Housing Linkage Payment Date for such Housing Linkage

Building. In the event any Housing Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer and ending on the date when the Collector-Treasurer receives payment.

2.4 Calculation of Housing Linkage Payment. The parties hereby acknowledge that some or all of the Buildings will include uses enumerated in Table D of Article 26A of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table D Uses"), as more particularly set forth in the PDA Master Plan, and that the construction of some or all of the Buildings will require certain exceptions to the Boston Zoning Code. The amount of Housing Linkage Payments referred to in Paragraph 2.1 of this Agreement shall equal \$5.00 for each square foot of gross floor area devoted to one or more Table D Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development. Such exception for the first 100,000 square feet of gross floor area devoted to Table D Uses shall be applied to the Development only once and shall exempt only a total of 100,000 square feet of gross floor area devoted to Table D Uses for the Development as a whole. Any Building containing Table D Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development shall be referred to

herein as a "Housing Linkage Building." Housing Linkage Payments shall be required only in connection with Housing Linkage Buildings and not in connection with any other Buildings or in connection with improvements to the Site. The gross floor area devoted to Table D Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Housing Linkage Payments, all parking, dormitories and other residential uses shall not be considered "ancillary or accessory to the uses listed in Table D" within the meaning of Section 26A-3(2)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Housing Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from any estimates on which Housing Linkage Payments were made, the Applicant shall adjust the amount of the Housing Linkage Payments for such Building in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 2.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning

Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Housing Linkage Payment determined in accordance with Paragraph 2.4 of this Agreement nor decrease the period over which Housing Linkage Payments are to be made.

2.6 Housing Linkage Payment Date. The Housing Linkage Payment Date shall be determined independently for each of the Housing Linkage Buildings. The Housing Linkage Payment Date for each of the Housing Linkage Buildings shall be the earlier of (i) the issuance of a Certificate of Occupancy for such Housing Linkage Building or 24 months after the granting of the final building permit for substantial construction of such Housing Linkage Building.

2.7 Notice of Agreement. Upon execution of this Agreement, the Authority will notify the Collector-Treasurer of such execution. The Authority shall review the Applicant's determination of the final gross floor area of each Building in the Development. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the Inspectional Services Department with a copy to the Collector-Treasurer.

2.8 Non-Accrual of Housing Linkage Payment. If a building permit is not granted for any proposed Building or part thereof, or if construction of any Building or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction, or if a building permit for any Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the PDA Master Plan contemplates the demolition of certain structures on the Site and construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for Buildings, and the parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of any Building.

2.9 Credit Towards Housing Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon any of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally

permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Linkage Payment. The Applicant shall be responsible, in accordance with this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Linkage Payment"), as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated in accordance with Paragraph 3.4 of this Agreement. The Applicant may, at its option, for any or all of the Jobs Linkage Buildings (as that term is defined in Paragraph 3.4 of this Agreement), satisfy its obligation for the Jobs Linkage Payment, in whole or in part, by contributing to the creation of a jobs training program, as described in Paragraph 3.2 of this Agreement (hereinafter, "Jobs Creation Option"), or by payment made in accordance with Paragraph 3.3 of this Agreement (hereinafter, "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option.

3.2 Jobs Creation Option. If the Applicant shall elect to create or contribute to the creation of a jobs training program

for use by low and moderate income people pursuant to the Jobs Creation Regulations adopted by the Authority under Article 26B of the Boston Zoning Code (the "Jobs Creation Regulations") in order to satisfy its obligation for all or a part of the Jobs Linkage Payments for any or all of the Jobs Linkage Buildings, the Applicant shall submit a proposal in writing to the Authority for such Jobs Linkage Building or Buildings on or before the Jobs Linkage Payment Date (as defined in paragraph 3.6 hereof) for such Jobs Linkage Building or Buildings. Such proposal, approved in accordance with the Jobs Creation Regulations, shall satisfy the provisions of Section 26B-2(3)(a) of Article 26B of the Boston Zoning Code. In the event that the Applicant elects the Jobs Creation Option, the Applicant pledges compliance with the Jobs Creation Regulations. The proposal shall be subject to the approval of the Neighborhood Jobs Trust and the Authority after public notice and hearing.

3.3 Jobs Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligation for all or a part of the Jobs Linkage Payments for any or all of the Jobs Linkage Buildings, said payments shall be made to the Collector-Treasurer as managing trustee of the Neighborhood Jobs Trust. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Linkage Payments.

3.4 Calculation of Jobs Linkage Payments. The parties hereby acknowledge that some or all of the Buildings will include uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), as more particularly set forth in the PDA Master Plan. The amount of Jobs Linkage Payments referred to in Paragraph 3.1 of this Agreement shall equal \$1.00 for each square foot of gross floor area devoted to one or more Table E Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development. Such exception for the first 100,000 square feet of gross floor area devoted to Table E Uses shall be applied to the Development only once and shall exempt only a total of 100,000 square feet of gross floor area devoted to Table E Uses for the Development as a whole. Any Building containing Table E Uses in excess of the first 100,000 square feet of gross floor area devoted to such uses in the Development shall be referred to herein as a "Jobs Linkage Building." Jobs Linkage Payments shall be required only in connection with Jobs Linkage Buildings and not in connection with any other Buildings or in connection with improvements on the Site. The gross floor area devoted to Table E Uses shall be calculated and certified by the architect for each Building in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the Jobs Linkage Payments, all parking, dormitories

and other residential uses shall not be considered "accessory to the uses listed in Table E" within the meaning of Section 26B-3(1)(a) of the Boston Zoning Code and thus shall not be included in the calculation of gross floor area subject to Jobs Linkage Payments. If the actual gross floor area of a Building, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the architect of such Building, differs from estimates on which Jobs Linkage Payments were made, the Applicant shall adjust the amount of the Jobs Linkage Payment for such Building in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.5 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions contained in Paragraph 3.4 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Linkage Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code, or any other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Linkage Payment determined in accordance with Paragraph 3.4 of this Agreement nor decrease the period over which Jobs Linkage Payments are to be made.

3.6 Jobs Linkage Payment Date. The Jobs Linkage Payment Date shall be determined independently for each of the Jobs Linkage Buildings. The Jobs Linkage Payment for each Jobs Linkage Building shall be made in 2 equal annual installments. The first installment of the Jobs Linkage Payment for each Jobs Linkage Building shall be due on the Jobs Linkage Payment Date which shall be the date of the issuance of the final building permit for substantial construction of such Jobs Linkage Building. The remaining installment for such Jobs Linkage Payment shall be due and payable without interest on the first anniversary of the Jobs Linkage Payment Date.

3.7 Non-Accrual of Jobs Payment. If a building permit is not granted for any proposed Building or part thereof, or if construction of any Building or part thereof is abandoned after a building permit is obtained and prior to the commencement of substantial construction or if a building permit for any Building or part thereof is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Linkage Payment with respect to such Building or part thereof. The parties acknowledge that the PDA Master Plan contemplates demolition of certain structures on the Site and the construction of parking garages, infrastructure and other site improvements that may subsequently serve as foundations for Buildings, and the

parties agree that such demolition and the construction of such parking garages, infrastructure and other site improvements shall not be considered substantial construction of any Building.

3.8 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon any of the Buildings, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Boston Zoning Code, amounts payable hereunder by the Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY

4.1 Letter of Credit. As security for the payment of installments of the Housing Linkage Payment for each Housing Linkage Building, the Applicant shall provide for the benefit of the Neighborhood Housing Trust one or more letters of credit in the aggregate amount of 10/12 of the amount of the Housing Linkage Payment for such Housing Linkage Building. Such letter or letters

of credit shall be provided to the Neighborhood Housing Trust within 30 days of the first anniversary of the initial Housing Linkage Payment installment for such Housing Linkage Building. The Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the 10-year period during which subsequent installments of such payments are required in accordance with said Article 26A, provided that such letter or letters of credit shall authorize the Neighborhood Housing Trust to draw upon them if not replaced at least 30 days prior to their expiration date. The principal amount of such letter or letters of credit may be reduced by the Applicant after payment by the Applicant of any installments of the Housing Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority shall take all steps necessary to enable the Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters or credit, if required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount. The reasonable cost of obtaining such letter or letters of credit shall be credited against the Applicant's Housing Linkage Payment.

4.2 Assignability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties

hereto (other than mortgagees of the Site, or any part thereof, or those claiming through such mortgagees unless said party obtains title to the Site, or the applicable part thereof, and proceeds with Development), it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and in all or a portion of the Site.

4.3 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each Component (as defined below) of the Development, and shall apply separately to each Component, and a default with respect to a particular Component under any paragraph or provision of this Agreement shall not constitute a default with respect to any other Component. For purposes of this Agreement, "Component" shall mean any portion of the Development which is located on an individual lot and/or is separately financed.

4.4 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.5 Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their

successors, assigns, and legal representatives, with respect to the Development or any part thereof, including, without limitation, any successor owner or owners of the improvements for the Development or any part thereof, and the Neighborhood Housing Trust and Neighborhood Jobs Trust as successors to the Authority. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or a particular Building.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code as in existence on the date hereof, unless otherwise provided.

5.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and the Applicant and its respective successors and assigns shall protect

and indemnify the City and the Authority, its officer, agents and employees against any claim or liability arising from or based upon violations of such ordinances, executive orders, regulations or laws in effect on the date hereof, caused by any negligent act or omission of the Applicant and its respective successors and assigns, and their agents or employees.

5.4 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer or representative of the Authority or the Applicant, as the case may be, and shall be either hand delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Director

with copies to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attn: Chief General Counsel

Applicant: Trustees of Boston University
881 Commonwealth Avenue
Boston, Massachusetts 02215
Attn: Vice President for
Enrollment Management

with copies to: Office of the General Counsel
125 Bay State Road
Boston, Massachusetts 02215
Attn: Real Estate Department

5.5 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector/Treasurer, upon satisfaction by the Applicant of its obligations for Housing Linkage Payments or Jobs Linkage Payments, as the case may be, with respect to each Building and within 10 business days after request by the Applicant, a certification in recordable form, that (i) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been satisfied by the Applicant and that the Applicant has no further liability for such Housing Linkage Payments or Jobs Linkage Payments or (ii) said Housing Linkage Payments or Jobs Linkage Payments, or both, as the case may be, have been paid to date.

5.6 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting,

allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Site.

5.7 Applicability of Obligations. The Applicant's obligations hereunder to make Housing Linkage Payments and Jobs Linkage Payments are subject to the rights of the parties under applicable law and a certain Cooperation Agreement dated July 15, 1980 between the Applicant and the City of Boston. Nothing in this submission is intended to modify or interpret those rights. The parties understand and agree that (i) in entering into this Agreement, the Applicant is not conceding that future project(s) that the Applicant may undertake on other property owned or controlled by the Applicant are or will be subject to Housing Linkage Payments and Jobs Linkage Payments and (ii) any such future project(s) will not be deemed to be an extension or part of the Development.

5.8 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By _____
Stephen Coyle, Director

TRUSTEES OF BOSTON UNIVERSITY

By _____
Kenneth G. Condon
Its Vice President for
Financial Affairs and
Assistant Treasurer

Attachments:

Exhibit A: Legal Description

Exhibit B: Vote

Exhibit C: PDA Master Plan

EXHIBIT A

to Development Impact Project Agreement

(exhibit begins on next page)

WORTHINGTON by Edmund Smith, 184.75 Acres

WORTHINGTON by Jeffrey Street, 181.75 Acres

WORTHINGTON by Land of the Commonwealth, 184.75 Acres and
Authority, 184.75 Acres and

WORTHINGTON by Land of Trustees of Boston University,
181.75 Acres

Containing 181.75 square feet.

These lands were previously conveyed to Trustees of Boston
University by the following deeds:

a. Deed of Boston Edison Company dated December 18, 1951
and recorded with Suffolk County Registry of Deeds in
Book 2876, Page 717, and

b. Deed of the Commonwealth of Massachusetts dated
February 8, 1957 and recorded with said Registry in
Book 2890, Page 8.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.73 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 764.35 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B

to Development Impact Project Agreement

(exhibit begins on next page)

Vote to be added.

EXHIBIT C

LA Development Impact Project Agreement

(Exhibit begins on next page)

to Development Impact Project Agreement

(exhibit begins on next page)

BOSTON REDEVELOPMENT AUTHORITY
MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 38

899-925 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Planned Development Area Master Plan and Development Impact Project Plan ("Plan"): Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), pursuant to an agreement entitled "Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University" dated December 1, 1984 between the University and the City (the "1984 Agreement"), and pursuant to Section 13 of the Land Disposition Agreement dated February 10, 1987 between the Commonwealth of Massachusetts, acting by and through the Deputy Commissioner of the Division of Capital Planning and Operations, and the University recorded with Suffolk County Registry of Deeds in Book 13396, Page 13 (the "Land Disposition Agreement"), this Plan constitutes a Planned Development Area Master Plan and sets forth a statement of the development concept for the development of a 10.19+ acre site at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts (the "Property" or the "Site"), including the planning objectives and character of the development, the proposed uses of the area and the structures, the densities, the range of dimensional requirements contemplated for each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction

(the "Project" or "Projects"). This Plan is also intended to satisfy the requirements of Article 26 and Article 26B of the Code regarding Development Impact Project Plans. Two or more Planned Development Area Development Plans ("PDA Development Plans") will be submitted providing more specific information about the various Projects and components thereof.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University" or "Boston University").

Location and Description of Property: The Property consists of two contiguous parcels of land containing approximately 443,875 square feet or approximately 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on the plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated August 25, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Planning Objectives and Character of Development: The objectives for the development of the Site are to increase the supply and improve the quality of student housing, to improve the athletic and recreational opportunities for the University community, to provide additional parking, to build complementary academic space and incidental or compatible retail and commercial uses and to improve the appearance and open spaces of the Site. These objectives are consistent with the Boston University Master Plan for the Charles River Campus dated January 1987 (the "University's Master Plan").

The Projects will involve the conversion of the Site to uses necessary to support the operation, management and functioning of the University and will also serve the larger community. Specifically, the University contemplates a mix of uses on the Site, which is planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses, open space and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Housing: Responding to the concerns of local residents and City of Boston officials regarding student housing, the University proposes to construct new undergraduate student housing in dormitory-style, apartment-style and/or suite-style units on the Site, thereby increasing the number of undergraduate students living on its campus. It is proposed that the dormitories and multi-family dwellings on the Site will contain a total of up to 2,300 bed spaces.

Recreational/Athletic Uses: Current plans call for addressing the athletic and recreational needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and Boston Redevelopment Authority ("BRA") and Boston Zoning Commission ("BZC") approval. Within the recreational/athletic facility, in addition to athletic activities, events may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

Traffic and Parking: Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use. Current plans provide for these structured parking spaces to be located below the plaza level. Vehicular access and egress to and from the Site is planned by means of Buick and Gaffney Streets.

Academic: The University's Master Plan calls for academic uses on the Site. The location of some educational/institutional

uses on the Site, including academic, research, and administrative uses, will compliment other uses on the Site. It is proposed that the amount of gross floor area dedicated to educational, institutional and office uses will be consistent with the range of dimensional requirements set forth on Table 1.

Commercial: Business and retail uses will be located on the Site, primarily to respond to the needs of the students, faculty and staff in the University's West Campus area. Such uses will also be available to the general public, as are other facilities such as those in the University's 700 Commonwealth Avenue (Warren Towers) property, and will be further specified when the PDA Development Plans are submitted for community review and BRA and BZC approval.

Open Space: The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Trees and other plantings will be used to soften the pedestrian environment of the Site. A variety of paving and landscape materials will be used to differentiate and enrich the pedestrian pathways throughout the Site.

Proposed Phasing of Construction: Construction is expected to begin on the easterly portion of the Site, containing approximately 2.5 acres (the "Easterly Development Area"), in early 1990. It is anticipated that the initial development of the Easterly Development Area will include approximately 1,200 bed spaces, up to 375 parking spaces and approximately 43,000 square feet of retail/commercial space. The remainder of the Site, containing approximately 7.7 acres (the "Westerly Development Area"), is to be used for athletic, recreational, office, academic and parking uses, among others. Concurrent with the development of the Easterly Development Area, the Westerly Development Area will be landscaped, including the construction of an overlook terrace in the southeasterly portion of the Westerly Development Area. The Easterly Development Area and the Westerly Development Area are shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass." dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. No new major construction is planned for the Westerly Development Area in the immediate future. It is anticipated that additional buildings will be constructed on the Westerly Development Area during the period 1991 to 2001. The University's ability to construct any given Project on the Site will depend upon the availability of funds and/or the Project's financial feasibility. Each Project on the Site may be funded or financed independently from other Projects, and the land on which

each Project is located may need to be considered as a separate zoning lot capable of being mortgaged and conveyed as such.

Proposed Uses of Area and Structures: The Projects are planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. Except for the parking use, the foregoing listing of categories of planned uses for the Site is derived from the general classifications of various uses or Use Items set forth in Section 8-7 of the Code. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Range of Dimensional Requirements: The buildings on the Site will contain up to a maximum of 1,468,000 square feet of gross floor area (calculated as described in the Code). Table 1 provides information on the gross floor area of various uses proposed in connection with the Projects.

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges</u> <u>(square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000
Educational/Institutional/ Educational and Insti- tutional Offices	90,000 - 100,000
Recreational/Athletic (up to 8,500 fixed and 1,500 non-permanent seats)	500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment and
Service Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with this Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA Development Plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA Development Plans.

Any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the BRA and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University currently intends that there be up to 25 multi-family dwelling units on the Easterly Development Area.

A building devoted primarily to non-University related office space will not be constructed on the Site.

Proposed Location, Appearance and Dimensions of Structures:
The Projects' buildings will be generally located along the perimeter of the Site. The location, massing and height of each building will be more particularly described and fixed in PDA Development Plan submissions as they are prepared. Exhibit D, attached for conceptual purposes only, presents one possible configuration or development scheme for the Site.

Certain dimensional limitations and design objectives will shape the character of the Projects. Buildings will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the

northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area.

Open Spaces and Landscaping: While the final siting of buildings will be established in PDA Development Plan submissions, this Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

Density and Zoning: The Property is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. This Plan provides for an FAR of 3.3 based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of approximately 443,875 square feet. As the Projects proceed, some components, analyzed separately, will have greater FARs.

The University anticipates that exceptions may be required from a number of Articles of the Code, including, among others: Article 8 (Regulation of Uses), Article 15 (Building Bulk), Article 16 (Building Height), Article 17 (Open Space), Article 18 (Front Yard), Article 19 (Side Yards), Article 20 (Rear Yard), Article 21 (Setbacks), Article 22 (Yards), Article 23 (Parking), Article 24 (Loading) and Article 27F (Allston-Brighton Interim Planning Overlay District). As designs are prepared and uses are determined, additional exceptions, permits and approvals may be needed.

Projected Number of Employees: It is estimated that the Projects will generate approximately 1,300 person years of construction work and that approximately 235 people will be employed at the Site when the Projects are completed.

Proposed Traffic Circulation: Vehicular access to and egress from the Site is expected to be on Buick and Gaffney Streets. Pedestrians will gain access to the interior of the Site from Commonwealth Avenue and Buick and Gaffney Streets. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Parking and Loading Facilities: Structured garage parking and interim open-air parking will be built on the Site to accommodate demand from the uses proposed for the Site as well as from other areas of the University and, possibly, surrounding neighbors.

Off-street parking facilities owned or controlled by the University will be utilized by the University to accommodate parking needs for the most intense use of the recreational/athletic facility. A traffic access plan has been generated to determine the transportation and parking needs associated with the development of the Site. Loading facilities will be constructed when and where necessary to serve the retail/commercial and other proposed uses at the Site.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Projects are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the

BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Public Benefits: The Projects are expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. By locating undergraduate students on the Property, the University will reduce the number of undergraduate students inhabiting housing units in neighborhoods near the University's campus. Reducing the number of students residing in these neighborhoods will respond to the specific concerns raised by neighborhood residents and City officials and will increase the number of available housing units.

From a financial and economic perspective, the Projects are expected to contribute significantly to Boston's economy by adding approximately 1,300 person years of construction work. It is also anticipated that approximately 235 people will be employed at the Site when the Projects are completed. With 12,700 employees, the University is the second largest private employer in Boston. The University will make payments in lieu of taxes for the Site as agreed in the 1984 Agreement and, to the extent required by law and not otherwise inconsistent with the Cooperation Agreement dated July 15, 1980 between the University and the City, pay real estate taxes on commercial portions of the Development. In addition, the University is developing a number of special programs that are geared to encourage community use of the recreational/athletic facility. These benefits will be further defined when plans for the recreational/athletic facility are developed.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Projects, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Projects, to the extent required by the DIP Agreement.

Attachments:

Exhibit A: Legal Description

Exhibit B: Plan entitled "Site Plan of Land 899-925
Commonwealth Avenue, Boston, Mass"

Exhibit C: Plan entitled "Easterly and Westerly Development
Areas 899-925 Commonwealth Avenue, Boston, Mass."

Exhibit D: Conceptual Plan

EXHIBIT A
to PDA Master Plan

(exhibit begins on next page)

1. The area bounded by the following lines:

2. The area bounded by the following lines:

3. The area bounded by the following lines:

4. The area bounded by the following lines:

5. The area bounded by the following lines:

6. The area bounded by the following lines:

- a. The area bounded by the following lines:
- b. The area bounded by the following lines:

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.73 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 764.35 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Master Plan

(exhibit begins on next page)

EXHIBIT C
to PDA Master Plan

(exhibit begins on next page)

EXHIBIT D
to PDA Master Plan

(exhibit begins on next page)

COOPERATION AGREEMENT

FOR

PLANNED DEVELOPMENT AREA NO. 38

899-925 COMMONWEALTH AVENUE

TRUSTEES OF BOSTON UNIVERSITY

AGREEMENT made as of the ____ day of _____, 1990 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority"), and TRUSTEES OF BOSTON UNIVERSITY, a Massachusetts non-profit, educational corporation, or its designee(s) (the "University").

WHEREAS, the University wishes to undertake the development of a certain parcel of land in the City of Boston (the "City") bounded by the Massachusetts Turnpike, Gaffney Street, Commonwealth Avenue and Buick Street, as more particularly described in Exhibit A (the "Site");

WHEREAS, the University and the City entered into a certain Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University (the "1984 Agreement"), which agreement is dated December 1, 1984 and provides that the University will develop the Site as a planned

development area ("PDA"), as defined in section 3-1A of the Boston Zoning Code (the "Code"), requiring the submission and approval of a PDA master plan and a PDA development plan or plans for the Site;

WHEREAS, in 1987 the University completed, after extensive community review, and the Authority subsequently approved, a plan entitled "Boston University Charles River Campus Master Plan - 1986 to 1996", which plan provides for the Site to be used for student and other housing uses, as well as other uses, including, among others, recreational/athletic, parking, commercial and academic uses and which plan includes commitments and strategies including the housing of 75% of Boston University's students on its campus;

WHEREAS, the University submitted to the Authority an application letter dated January 16, 1990 for designation of the Site as Planned Development Area Number 38, which application letter requested approval of (a) a PDA master plan and development impact project plan for the Site (the "PDA Master Plan"), (b) a PDA development plan (the "Easterly Development Plan") for the easterly portion of the Site (the "Easterly Development Area") and (c) a PDA development plan (the "Westerly Development Plan") for the westerly portion of the Site (the "Westerly Development Area");

WHEREAS, the PDA Master Plan, the Easterly Development Plan, the Westerly Development Plan and the form of this Cooperation

Agreement were approved by the Project Advisory Committee on January 3, 1990 and the Allston-Brighton Planning and Zoning Advisory Committee on January 8, 1990, in each case subject to reviewing revised legislation relating to the Site (the Project Advisory Committee, or any successor thereto or replacement thereof appointed by the Mayor, shall be hereinafter referred to as the "PAC");

WHEREAS, on January 18, 1990 the PAC voted to continue such conditional approval with the further condition that the BRA be requested not to approve a "permanent" PDA development plan for the Westerly Development Area unless any such revised legislation is acceptable to the community;

WHEREAS, the Allston-Brighton Planning and Zoning Advisory Committee ("PZAC") voted at its meeting of January 22, 1990 to recommend Authority approval of the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan and this Cooperation Agreement with the provisos that (i) no "permanent" PDA development plan for the Westerly Development Area be undertaken until the community adequately reviews such revised legislation and (ii) the University, the Authority and the PZAC will initiate an ongoing planning process within the context and spirit of the benefits as already submitted, including potential landscaping improvements;

WHEREAS, the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan were approved by the Authority

on _____, 1990 (the "Vote"), after a public hearing at its meeting held on January 25, 1990, notice of which hearing was published in The Boston Herald on January 17, 1990, a certified copy of which Vote is attached hereto as Exhibit B; and

WHEREAS, the University proposes to construct on the Site a mixed-use development (the "Development") consisting of one or more projects (the "Projects").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the University to designate the Site as a PDA.

2. The University will, subject to section 20 hereof, proceed with the planning and design for the Site in a manner consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan (as such plan may be amended) and proceed with the development of the Site in a manner consistent with the Easterly Development Plan and the Westerly Development Plan (as such plans may be amended and/or supplemented). The PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan are attached hereto as Exhibits C, D and E, respectively.

3. The Authority acknowledges that it has completed its review in connection with the PDA Master Plan, the Easterly Development Plan, the Westerly Development Plan, the Schematic

Design for the Easterly Development Area and for the Westerly Development Area (as set forth on the documents listed on Exhibit F attached hereto) and the Design Development for the Easterly Development Area (as set forth on the documents listed on Exhibit G hereto) (except that, with regard to the Schematic Design for the Westerly Development Area, the parking spaces between the tennis courts and the existing Armory, as shown on the site plans, are subject to further review in Design Development to be discussed with the Authority). In connection with the Westerly Development Area, it is expected that a subsequent PDA development plan or plans and/or an amendment or amendments to the Westerly Development Plan will be submitted for community review and review and approval by the Authority and the Boston Zoning Commission ("BZC"). (As used herein, the phrase "community review" shall mean review by the PAC or by any community group or organization as may be deemed appropriate by the Authority or the Mayor). Subject to section 20 hereof, it is understood and agreed that no development of the Site will be undertaken except in accordance with a PDA development plan approved by the Authority and the BZC, and in accordance with the terms of this Agreement.

4. The Authority acknowledges submission by the University of the Draft Environmental Impact Report for the Development dated December, 1989 and received by the Authority on December 15, 1989. The University expects to submit a Final Environmental Impact Report for the Development in accordance with the Massachusetts

Environmental Policy Act, Mass. Gen. Laws ch. 30, §§ 61-62H. In connection with the submission of any subsequent PDA development plan or plans for the Westerly Development Area, the University will conduct additional environmental reviews regarding matters related to the portion of the Site affected by such subsequent PDA development plan or plans that may be reasonably requested by the Authority in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986, as modified and attached hereto as Exhibit H (the "Development Review Procedures"). The Authority may require the University to take reasonable, practical measures, including, without limitation, economical measures consistent with the scope of the proposed development of the Site as presently conceived, to mitigate potential damage to the environment identified in the Final Environmental Impact Report.

5. The University shall submit a Traffic Management Plan (the "TMP") for the Development to the Commissioner of Transportation of the City of Boston for his approval, which approval shall not be unreasonably withheld or delayed, prior to issuance of a building permit for the construction of any permanent building on the Site (not including therein the demolition of existing structures or the construction of infrastructure or other Site improvements) (a "Permanent Building"). The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented

during the construction of any Permanent Building that are reasonably satisfactory to the Commissioner of Transportation.

6. The University has submitted a Transportation Access Plan (the "TAP") for the Development to the Commissioner of Transportation. The TAP identifies traffic and parking impacts of the Development and describes potential mitigating measures and Development goals. Provided that the Commissioner of Transportation does not unreasonably withhold or delay his approval thereof, the University shall also enter into a Transportation Access Plan Agreement (the "TAP Agreement") with the Commissioner of Transportation prior to issuance of a building permit for any Permanent Building. The TAP Agreement will identify mitigating measures (not to include, without just compensation, measures involving the transfer of rights in real estate owned by the University) and Development goals that are reasonably satisfactory to the Commissioner of Transportation.

The initial development of the Site, to be undertaken pursuant to the Easterly Development Plan and the Westerly Development Plan, will include the provision of approximately 525 parking spaces on the Site. These parking spaces are expected to be used to accommodate weekday Site-generated parking demand (estimated at approximately 270 vehicles/day) and other University-related parking demands (estimated at approximately 255 vehicles/day and consisting of parkers presently using the Site

and other parkers "shifted" to the Site from parking facilities west of the Boston University Bridge).

The analysis presented in the TAP indicates that a Boston University-related "event" occurring in the athletic/recreational facility proposed for the Westerly Development Area would, in the future, generate the need for approximately 1,750 parking spaces. It is a goal of the TAP that all of the parking spaces required in connection with such an event be provided in off-street facilities controlled by the University. The analysis presented in the TAP indicates that, by using a mixture of on-Site and off-Site parking facilities, all of the estimated parking spaces required in connection with such an event could be provided in off-street facilities controlled by the University. At the time that plans for the recreational/athletic facility are finalized, and a PDA development plan including the recreational/athletic facility is submitted for community review and BRA and BZC review and approval, the University agrees to update the TAP with regard to the provision of parking spaces required in connection with such an event.

7. Except as otherwise set forth herein, the University and the Authority hereby agree that the development review process required by the PDA development plans for the Site, which development review process is to be observed by the parties (the "Development Review Process"), shall be as set forth in the Development Review Procedures (as modified and attached hereto as

Exhibit H), including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

8. Throughout the Development Review Process discussed in section 7 above, and in connection with the development of each Project, the University will submit to the Authority the submissions required by the Development Review Process. Once approval of any submission has been given (or deemed given) by the Authority, review of subsequent submissions shall be limited to the development or refinement of elements shown on previously approved submissions or to elements that were not shown on previously approved submissions.

Prior to the approval of Contract Documents for any Project, it shall be the University's responsibility to notify the Authority of proposed material changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) with regard to the design of exterior features of buildings, portions of public lobbies that are visible from the exterior of buildings, open spaces and landscaping, and to obtain approval from the Authority prior to incorporating such proposed changes into the drawings and specifications. With regard to such a proposed change, the Authority shall perform its functions under this provision promptly and with all reasonable dispatch and in

accordance with the provisions of this Agreement, and, with regard to such a proposed change made after Design Development,

(i) approve or disapprove such proposed change within seven (7) days of its submission to the Authority and (ii) if disapproving such a proposed change, include with such disapproval a detailed written explanation therefor. If the University receives no notification from the Authority of disapproval within seven (7) days after submission of such a proposed change, such proposed change shall be deemed approved.

9. Once Contract Documents for any Project have been approved, the only further submissions to be made by the University to the Authority for review and approval hereunder will be requests for change orders relating to the construction of those elements of the Project that are subject to the Development Review Process and which differ from or were not fully described in the approved Contract Documents, which change orders have a cost of construction, with regard to such elements of the Project, in excess of \$100,000 ("Change Orders"). The Authority shall (i) perform its functions under this provision promptly and with all reasonable dispatch, and shall approve or disapprove Change Orders within seven (7) days of their submission to the Authority, and (ii) if disapproving a Change Order, include with such disapproval a detailed written explanation therefor. If the University receives no notification from the Authority of such disapproval within seven (7) days after submission of such Change Order, such

Change Order shall be deemed approved. Notwithstanding the foregoing, the Authority's approval shall not be required for Change Orders effecting changes which will not be visible from the exterior of buildings, including without limitation changes to portions of public lobbies that are not visible from the exterior of buildings.

10. A separate Development Review Process shall be undertaken for each Project conforming to the process described in section 7 hereof. Non-compliance with the Development Review Process with respect to a particular Project shall not be considered non-compliance with the Development Review Process with respect to any other Project.

The Authority will informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with the Easterly Development Plan and the Westerly Development Plan in the most expeditious and reasonable manner. After approval by the Authority of a subsequent PDA development plan or plans and/or an amendment or amendments to the existing PDA development plans for the Site, the Authority will forthwith

informally advise the University concerning, and will actively cooperate with and publicly support, the University's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in accordance with such subsequent plan or plans and/or amendment or amendments in the most expeditious and reasonable manner.

11. The Authority hereby approves the Schematic Design for the Easterly Development Area and for the Westerly Development Area (as set forth on the documents listed on Exhibit F hereto) and the Design Development for the Easterly Development Area (as set forth on the documents listed on Exhibit G hereto) (except that, with regard to the Schematic Design for the Westerly Development Area, the parking spaces between the tennis courts and the existing Armory, as shown on the site plans, are subject to further review in Design Development to be discussed with the Authority).

12. The Authority acknowledges that the University will rely on the Authority's approval of the development concept, land uses, density and building heights contemplated in the PDA Master Plan during the preparation, planning, design and submission of a subsequent PDA development plan or plans and/or an amendment or

amendments to the existing PDA development plans for the Site, and in connection with the financing and construction of development on the Site. The Authority also acknowledges that the University will expend considerable time, effort and financial resources to produce such a subsequent PDA development plan or plans and/or amendment or amendments and to construct the infrastructure required in connection with the Development. Because Section 3-1A of the Code provides that no work can proceed on a project on the basis of an approved PDA master plan unless and until a subsequent PDA development plan for the proposed work has been approved by the Authority and the Zoning Commission, the Authority acknowledges that if such a subsequent PDA development plan or plans and/or amendment or amendments are consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan, then the Authority will not, subject to the University's cooperation with the Authority in the Development Review Process, unreasonably withhold its approval of such a subsequent PDA development plan or plans and/or amendment or amendments submitted by the University and will not, in any case, disapprove such plan or plans and/or amendment or amendments on the basis of the development concept, land uses, density or building heights set forth therein. After such plan or plans and/or amendment or amendments are approved, the Authority will publicly support such plan or plans and/or amendment or amendments. Furthermore, the Authority agrees that it will not

unreasonably withhold or delay approval of future design submissions or environmental reviews with regard to the Site if they are consistent with the use and design parameters of the PDA Master Plan, Section 3-1A of the Code, and in compliance with the terms of this Agreement.

The Authority has approved the PDA Master Plan, including the development concept, land uses, density, building heights and the number of seats proposed for a recreational/athletic facility as set forth therein. The Authority agrees that, if and when the University proposes a subsequent PDA development plan or plans and/or an amendment or amendments to existing PDA development plans for the Site, the Authority will forthwith publicly support such proposals with regard to the development concept, land uses, density, building heights and the number of seats proposed for a recreational/athletic facility as set forth in such proposals to the extent that such characteristics of such proposals are consistent with the PDA Master Plan.

13. The University acknowledges that the PDA Master Plan provides for the following range of uses on the Site:

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges (square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000

Educational/Institutional/
Educational and
Institutional Offices 90,000 - 100,000

Recreational/Athletic
(up to 8,500 fixed
and 1,500 non-permanent
seats) 500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment
and Service
Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with the PDA Master Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA development plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA development plans.

The University agrees that any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the Authority and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University acknowledges that it currently

intends to construct up to 25 multi-family dwelling units on the Easterly Development Area.

The University agrees that it will not construct on the Site a building devoted primarily to non-University related office space.

14. The University acknowledges that, pursuant to the PDA Master Plan, certain dimensional limitations and design objectives will shape the character of the Projects. Buildings to be located on the Site will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility planned for the Site is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area. The Authority agrees that it will not withhold or delay approval of design submissions with regard to the Development because of

the heights of the structures portrayed in such submissions, provided that such heights are consistent with the limitations set forth above.

While the final siting of buildings to be located on the Site has been or will be established in PDA development plan submissions, the University acknowledges that the PDA Master Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access to such open space provided from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, consistent with the design objectives set forth in the PDA Master Plan, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet and cooperate with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to

any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

15. The University acknowledges that current plans call for addressing the recreational and athletic needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA development plan for the relevant portion of the Site (or an amendment or amendments to the PDA development plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Within the recreational/athletic facility, in addition to recreational and athletic activities, events and activities may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA development plan for the relevant portion of the Site (or an amendment or amendments to the PDA development plan for such portion of the Site) is submitted for community review and BRA and BZC approval.

Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

16. The University acknowledges that the PAC voted at its meeting of January 18, 1990 that the PAC should remain in existence until the completion of the Development and that the PAC should continue to advise the Authority regarding the Development. Consistent with the 1984 Agreement, the University acknowledges that, in connection with the approval of subsequent PDA development plans for the Site (and in connection with amendments to the existing PDA Master Plan and PDA development plans for the Site), the Authority will request that the PAC review and advise the Authority regarding such plans or amendments.

17. The University will execute a Boston Residents Construction Employment Plan, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, which sets forth in detail the University's plan to ensure that its general contractor, and those engaged by said general contractor for construction of the Projects on a craft by craft basis, use good faith efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50% of the total employee

worker hours in each trade shall be by bona fide Boston residents; (2) at least 25% of the total employee worker hours in each trade shall be by minorities; and (3) at least 10% of the total employee worker hours in each trade shall be by women. Said plan shall include provisions for monitoring, compliance and sanctions. Worker hours, as defined in said plan, may include, at the University's option, on-the-job training and apprenticeship positions.

.18. The Authority acknowledges that the University has provided numerous benefits to the community. In addition to the construction of student housing on the Site in order to facilitate a reduction in the number of Boston University students residing in neighborhoods surrounding the Site, the University agrees to provide other community benefits in connection with the Development, such as the benefits listed below (or benefits comparable thereto):

- a. make available a room for the use of civic associations affiliated with the Boston University/Community Task Force;
- b. make available parking spaces for civic association member use during meetings of civic associations affiliated with the Boston University/Community Task Force;
- c. distribute to neighborhood groups tickets to Boston University athletic and cultural events;

- d. provide space for area youth teams for practices and games, including, as available, ice time, field time, indoor gym time, recreational space time and pool time (to the extent that facilities for such activities are constructed on the Site);
- e. provide adult recreation time, to include, as available, swimming, jogging, skating, aerobics, weightlifting and racquetball (to the extent that facilities for such activities are constructed on the Site);
- f. Provide special programs with instruction, to include dance, aerobics, weightlifting and racquetball, and including free clinics hosted by sports coaching staffs for youths (to the extent that facilities for such activities are constructed on the Site);
- g. Provide, as available, use of Malvern Field and the Case Center Gym (or alternate, comparable facilities) for the Allston Summer Youth Playground program; and
- h. Provided the University obtains all required approvals therefor, plant trees along the north side of Commonwealth Avenue from Buick Street to Gaffney Street.

19. If, in the future, the University shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved PDA Master Plan (as it may be amended), the whole or any portion of the approved Easterly Development Plan or Westerly Development Plan (as they may be amended), or the whole or any portion of any

subsequently approved PDA development plans for the Site (as they may be amended), then in such case and after substantiation by the University deemed reasonably adequate by the Authority of the reasons for not being able to proceed and after community review, the Authority shall cooperate with the University to modify, alter, or amend its previous approval of such plans and this Agreement in order to allow the University the opportunity to reasonably develop the land that it owns. If, prior to Substantial Construction (as hereinafter defined) of any portion of the Development affected by the PDA Master Plan and/or by a given PDA development plan or plans, the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the PDA Master Plan and/or such PDA development plan or plans, then the Authority agrees, after community review and upon the University's request, to (i) vote to revoke the PDA designation for the Site if no portion of the Site has been developed in accordance with the PDA Master Plan or applicable PDA development plan or plans (and to recommend and publicly support such revocation by the Boston Zoning Commission and the Mayor) or (ii) vote to release from the PDA Master Plan and/or applicable PDA development plan or plans those portions of the Site not developed in accordance with the PDA Master Plan and/or applicable PDA development plan or plans if a portion (but not all) of the Site has been developed in accordance with the PDA Master Plan and/or applicable PDA development plan or plans (and

to recommend and publicly support such release by the Boston Zoning Commission and the Mayor). Upon revocation of the PDA designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect with respect to this Agreement, any PDA master plans and development plans and any Development Impact Project plans and agreements. The University acknowledges that, under the current Boston Zoning Code, the Site would be governed by underlying zoning upon such revocation. The University further acknowledges that the 1984 Agreement currently provides that the University will develop the Site as a PDA requiring submission and approval of a PDA master plan and PDA development plan or plans for the Site. If the parties acting in good faith cannot agree as to an appropriate modification, alteration or amendment to the PDA Master Plan and/or the applicable PDA development plan or plans, and if the University so requests, the Authority agrees that the University shall have no further obligation to proceed with such whole, or portion, as the case may be, of the approved PDA Master Plan and/or the applicable PDA development plan or plans.

For purposes of this Agreement, "Substantial Construction" shall mean excavation, foundation and construction work on the applicable Project, but shall not include demolition, removal of oil, gasoline tanks or hazardous materials, relocation of infrastructure, or the conduct of borings, soils investigations,

or similar activities whether or not the same require the issuance of a building permit or partial building permit.

20. The Authority acknowledges that, prior to approving the PDA Master Plan, the Easterly Development Plan and the Westerly Development Plan pursuant to Sections 3-1A.a and 26A-3.1 of the Code, the Authority found that each of such plans conformed to the general plan for the City as a whole and that nothing in any such plans will be injurious to the neighborhood or otherwise detrimental to the public welfare.

21. Provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the University, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

22. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto (other than mortgagees of the Site or those claiming through mortgagees of the Site, unless said party obtains title to the Site and proceeds with the development of the Development), it being understood and agreed that the University shall have a right, after notice to the Authority and the PAC, to transfer or assign to another party or parties its rights, interests and obligations under this Agreement and any PDA master plans or development plans and in all or a portion of the Site.

23. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant applicable to each Component (as defined below) of the Development and shall, as relevant, apply separately to each Component, and a default with respect to a particular Component under any section or provision of this Agreement shall not constitute a default with respect to any other Component. For the purpose of this Agreement, "Component" shall mean any portion of the Development which is located on an individual lot and/or which is separately financed. The Authority acknowledges that certain obligations to be performed hereunder by the University, including without limitation the obligations set forth in sections 18(b) through 18(h) hereof, can be performed only to the extent that the obligor with regard to such obligations controls the facilities or property to which such obligations relate. The Authority agrees, therefore, that no party shall be obligated hereunder to perform any obligations relating to facilities or property not controlled by such party.

24. The liability of the University or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement with respect to each Component (the "Component Developer") shall be limited solely to the assets and property of the Component Developer with respect to such Component, and no partner, trustee, beneficiary, shareholder, officer, director or the like of the Component Developer, from time to time, or any

such person's or entity's separate assets or property, shall have or be subject to any personal liability with respect to any obligation or liability of the Component Developer hereunder.

25. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. To the extent that any term or provision of this Agreement represents a contractual obligation that is also contained in any statute, ordinance, regulation or other law, such contractual obligation contained herein shall be invalid and unenforceable to the extent that such law or statute is deemed invalid or unenforceable or is inapplicable to the Development or a particular Project.

26. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

27. The University and the Authority have executed a Development Impact Project Agreement dated _____, 1990 for the Development (the "DIP Agreement") and the University agrees that it shall comply with the provisions of the DIP Agreement.

28. The Authority shall, within ten days after written request therefor by the University or any mortgagee of the Development or any portion thereof, provide a certificate in writing, as requested or applicable, that this Agreement (or any particular section hereof specified by the requesting party), the PDA Master Plan and any applicable PDA development plan or plans are in full force and effect and unmodified, or in what respects the Agreement or such plans are no longer in force and effect or have been modified, and that the University is in compliance with this Agreement (or any particular section hereof specified by the requesting party) and with such plans, or in what respects there is non-compliance, or as to any other matter reasonably related to the Development which the requesting party may reasonably request of the Authority.

29. The Authority hereby authorizes the Director of the Authority to take any action hereunder on behalf of the Authority (including without limitation the granting of consents or approvals and the execution and delivery of certificates), and any action so taken shall be binding upon the Authority.

30. All notices or other communications required or permitted to be given under this Agreement shall be in writing,

signed by a duly authorized officer or representative of the Authority or the University, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested or mailed postage pre-paid by overnight mail, and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service or with an overnight mail service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

University: Trustees of Boston University
881 Commonwealth Avenue
Boston, MA 02215
Attention: Vice President for
Enrollment Management

with a copy to: Office of the General Counsel
Boston University
125 Bay State Road
Boston, MA 02215
Attention: Real Estate Counsel

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Chief General Counsel

and a copy to: Project Advisory Committee
c/o Mr. Henry Ragin
36 Gerald Road
Brighton, MA 02135

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director

TRUSTEES OF BOSTON UNIVERSITY

By: _____
George A. Schiller, Jr.
Vice President

Attachments:

Exhibit A: Legal Description

Exhibit B: Vote

Exhibit C: PDA Master Plan

Exhibit D: Easterly Development Plan

Exhibit E: Westerly Development Plan

Exhibit F: Schedule of Schematic Design Drawings for Easterly
Development Area and Westerly Development Area

Exhibit G: Schedule of Design Development Drawings for
Easterly Development Area

Exhibit H: Development Review Procedures

EXHIBIT A
to Cooperation Agreement

(exhibit begins on next page)

That certain [unclear] and other [unclear] of Commonwealth Avenue and the east side of Caffrey Street in Boston, Massachusetts, being numbered 223-225 Commonwealth Avenue and shown as a parcel of 333.411 square feet and a parcel of 7144 square feet on a plan entitled "Site Plan of Land 223-225 Commonwealth Avenue, Boston, Mass." dated August 25, 1959, prepared by Harry A. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 696.71 feet;
WESTERLY	by Caffrey Street, 751.94 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 704.75 feet; and
EASTERLY	by land of Trustees of Boston University, 371.48 feet.

Containing 433.675 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deed:

- A. deed of Boston Edison Company dated December 28, 1941 and recorded with Suffolk County Registry of Deeds in Book 247, Page 247; and
- B. deed of the Commonwealth of Massachusetts dated February 1, 1947 and recorded with said County in Book 12136, Page 7.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY by Commonwealth Avenue, 696.73 feet;
WESTERLY by Gaffney Street, 783.95 feet;
NORTHEASTERLY by land of the Massachusetts Turnpike
 Authority, 764.35 feet; and
EASTERLY by land of Trustees of Boston University,
 471.40 feet.

Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to Cooperation Agreement
(exhibit begins on next page)

Vote to be added.

-32-

BOSTON REDEVELOPMENT AUTHORITY
MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 38

899-925 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Planned Development Area Master Plan and Development Impact Project Plan ("Plan"): Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), pursuant to an agreement entitled "Agreement Between Boston University and the City of Boston Relative to the Transfer of Commonwealth Armory from the Commonwealth of Massachusetts to Boston University" dated December 1, 1984 between the University and the City (the "1984 Agreement"), and pursuant to Section 13 of the Land Disposition Agreement dated February 10, 1987 between the Commonwealth of Massachusetts, acting by and through the Deputy Commissioner of the Division of Capital Planning and Operations, and the University recorded with Suffolk County Registry of Deeds in Book 13396, Page 13 (the "Land Disposition Agreement"), this Plan constitutes a Planned Development Area Master Plan and sets forth a statement of the development concept for the development of a 10.19+ acre site at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts (the "Property" or the "Site"), including the planning objectives and character of the development, the proposed uses of the area and the structures, the densities, the range of dimensional requirements contemplated for each of the proposed uses, the projected number of employees, the proposed location, appearance and dimensions of the structures, parking and loading facilities, proposed traffic circulation, access to public transportation, the proposed location and appearance of open spaces and landscaping, and the proposed phasing of construction

(the "Project" or "Projects"). This Plan is also intended to satisfy the requirements of Article 26 and Article 26B of the Code regarding Development Impact Project Plans. Two or more Planned Development Area Development Plans ("PDA Development Plans") will be submitted providing more specific information about the various Projects and components thereof.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University" or "Boston University").

Location and Description of Property: The Property consists of two contiguous parcels of land containing approximately 443,875 square feet or approximately 10.19 acres, located at 899-925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on the plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated August 25, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Planning Objectives and Character of Development: The objectives for the development of the Site are to increase the supply and improve the quality of student housing, to improve the athletic and recreational opportunities for the University community, to provide additional parking, to build complementary academic space and incidental or compatible retail and commercial uses and to improve the appearance and open spaces of the Site. These objectives are consistent with the Boston University Master Plan for the Charles River Campus dated January 1987 (the "University's Master Plan").

The Projects will involve the conversion of the Site to uses necessary to support the operation, management and functioning of the University and will also serve the larger community. Specifically, the University contemplates a mix of uses on the Site, which is planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses, open space and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Housing: Responding to the concerns of local residents and City of Boston officials regarding student housing, the University proposes to construct new undergraduate student housing in dormitory-style, apartment-style and/or suite-style units on the Site, thereby increasing the number of undergraduate students living on its campus. It is proposed that the dormitories and multi-family dwellings on the Site will contain a total of up to 2,300 bed spaces.

Recreational/Athletic Uses: Current plans call for addressing the athletic and recreational needs of the University community for indoor and outdoor activities at the Site by creating a facility capable of accommodating up to 8,500 permanent and 1,500 non-permanent seats and capable of being used for intramural and inter-collegiate athletic uses such as racquet sports, swimming, dance and aerobic workouts, basketball and track. In addition, the facility will be able to be used by public and private school students in a manner to be outlined in more specific detail when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and Boston Redevelopment Authority ("BRA") and Boston Zoning Commission ("BZC") approval. Within the recreational/athletic facility, in addition to athletic activities, events may include, among others, convocations, commencements, special meetings, lectures and concerts. The specific nature of non-University events to be conducted at the recreational/athletic facility will be outlined in more specific detail (with consideration given to minimizing nuisance to the community) when a subsequent PDA Development Plan for the relevant portion of the Site (or an amendment or amendments to the PDA Development Plan for such portion of the Site) is submitted for community review and BRA and BZC approval. Such events will be subject to applicable licensing requirements of the City of Boston in effect at that time. With regard to the Westerly Development Area, any so-called "rock and roll" concert(s) with the number of attendees expected to exceed 2,000 will not be permitted in the recreational/athletic facility.

Traffic and Parking: Plans call for the eventual construction of up to 1,425 structured parking spaces on the Site for University and general public use. Current plans provide for these structured parking spaces to be located below the plaza level. Vehicular access and egress to and from the Site is planned by means of Buick and Gaffney Streets.

Academic: The University's Master Plan calls for academic uses on the Site. The location of some educational/institutional

uses on the Site, including academic, research, and administrative uses, will compliment other uses on the Site. It is proposed that the amount of gross floor area dedicated to educational, institutional and office uses will be consistent with the range of dimensional requirements set forth on Table 1.

Commercial: Business and retail uses will be located on the Site, primarily to respond to the needs of the students, faculty and staff in the University's West Campus area. Such uses will also be available to the general public, as are other facilities such as those in the University's 700 Commonwealth Avenue (Warren Towers) property, and will be further specified when the PDA Development Plans are submitted for community review and BRA and BZC approval.

Open Space: The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Trees and other plantings will be used to soften the pedestrian environment of the Site. A variety of paving and landscape materials will be used to differentiate and enrich the pedestrian pathways throughout the Site.

Proposed Phasing of Construction: Construction is expected to begin on the easterly portion of the Site, containing approximately 2.5 acres (the "Easterly Development Area"), in early 1990. It is anticipated that the initial development of the Easterly Development Area will include approximately 1,200 bed spaces, up to 375 parking spaces and approximately 43,000 square feet of retail/commercial space. The remainder of the Site, containing approximately 7.7 acres (the "Westerly Development Area"), is to be used for athletic, recreational, office, academic and parking uses, among others. Concurrent with the development of the Easterly Development Area, the Westerly Development Area will be landscaped, including the construction of an overlook terrace in the southeasterly portion of the Westerly Development Area. The Easterly Development Area and the Westerly Development Area are shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass." dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. No new major construction is planned for the Westerly Development Area in the immediate future. It is anticipated that additional buildings will be constructed on the Westerly Development Area during the period 1991 to 2001. The University's ability to construct any given Project on the Site will depend upon the availability of funds and/or the Project's financial feasibility. Each Project on the Site may be funded or financed independently from other Projects, and the land on which

each Project is located may need to be considered as a separate zoning lot capable of being mortgaged and conveyed as such.

Proposed Uses of Area and Structures: The Projects are planned to include dormitories, multi-family dwellings, educational and other institutional uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including driveways and pedestrian areas for access through the Site. Except for the parking use, the foregoing listing of categories of planned uses for the Site is derived from the general classifications of various uses or Use Items set forth in Section 8-7 of the Code. It is proposed that the amount of gross floor area dedicated to various uses will be consistent with the range of dimensional requirements set forth on Table 1.

Range of Dimensional Requirements: The buildings on the Site will contain up to a maximum of 1,468,000 square feet of gross floor area (calculated as described in the Code). Table 1 provides information on the gross floor area of various uses proposed in connection with the Projects.

TABLE 1

<u>Use</u>	<u>Gross Floor Area Ranges (square feet)</u>
Dormitories	650,000 - 675,000
Multi-family Dwellings (Students, Faculty, Staff and the General Public)	90,000 - 150,000
Educational/Institutional/ Educational and Insti- tutional Offices	90,000 - 100,000
Recreational/Athletic (up to 8,500 fixed and 1,500 non-permanent seats)	500,000 - 520,000

Retail Business and
Catering, Eating
Places, Other Offices
and Entertainment and
Service Establishments 40,000 - 55,000

Parking (up to 1,425
spaces)

Note to Table 1:

All of the figures set forth in Table 1 are approximate and are subject to change in a manner consistent with this Plan's approved total of up to 1,468,000 square feet of gross floor area for the Site. The figures set forth in Table 1 may change in a manner consistent with subsequently approved PDA Development Plans and will be subject to design, environmental and other development review. Changes, if any, will be reflected in such PDA Development Plans.

Any multi-family dwellings to be constructed on the Westerly Development Area will not, without the approval of the BRA and community review, be inhabited by persons other than attendees at the University and faculty and staff of colleges and universities and persons associated with any of the foregoing. The University currently intends that there be up to 25 multi-family dwelling units on the Easterly Development Area.

A building devoted primarily to non-University related office space will not be constructed on the Site.

Proposed Location, Appearance and Dimensions of Structures:
The Projects' buildings will be generally located along the perimeter of the Site. The location, massing and height of each building will be more particularly described and fixed in PDA Development Plan submissions as they are prepared. Exhibit D, attached for conceptual purposes only, presents one possible configuration or development scheme for the Site.

Certain dimensional limitations and design objectives will shape the character of the Projects. Buildings will have articulated facades and varied heights and will be designed and located so as to avoid creating a continuous wall along the

northerly side of the Site above the plaza level. Buildings located in the northeasterly and northwesterly portions of the Site will not exceed 18 stories; and buildings located in the north central portion of the Site will not exceed 13 stories. Provided the recreational/athletic facility is located along Commonwealth Avenue, residential buildings located along Commonwealth Avenue in the Easterly Development Area will not exceed, for approximately two-thirds of the length of their Commonwealth Avenue facades, 7 stories or, for approximately one-third of the length of their Commonwealth Avenue facades, 9 stories. All calculations of stories shall be measured from 45 feet above Boston City Base in the Easterly Development Area and 55 feet above Boston City Base in the Westerly Development Area.

Open Spaces and Landscaping: While the final siting of buildings will be established in PDA Development Plan submissions, this Plan establishes certain design elements for the Site's open space. The Site is to contain an open space of not less than two acres with access provided to such open space from Commonwealth Avenue. Such open space shall be open to the public to the same extent as comparable residential areas in the University, if any, at the sole discretion of the University. Further, there are to be at least two uninterrupted view corridors through or adjacent to the Site from Commonwealth Avenue to the north, and one of these corridors will be a minimum of twenty-five feet wide through the Site. Also, the University is prepared to meet with the appropriate public agencies to discuss the potential for one or more pedestrian links to the MDC land on the Charles River. The University will include on its conceptual plans for the Westerly Development Area (but may, if appropriate, relocate on subsequent plans) a potential location or locations for such a pedestrian link, although the University will not be obligated to construct any such project or to bear costs or expenses related to any such project. Finally, the Site will be landscaped with trees, shrubs, ground cover and pedestrian pathways.

Density and Zoning: The Property is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. This Plan provides for an FAR of 3.3 based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of approximately 443,875 square feet. As the Projects proceed, some components, analyzed separately, will have greater FARs.

The University anticipates that exceptions may be required from a number of Articles of the Code, including, among others: Article 8 (Regulation of Uses), Article 15 (Building Bulk), Article 16 (Building Height), Article 17 (Open Space), Article 18 (Front Yard), Article 19 (Side Yards), Article 20 (Rear Yard), Article 21 (Setbacks), Article 22 (Yards), Article 23 (Parking), Article 24 (Loading) and Article 27F (Allston-Brighton Interim Planning Overlay District). As designs are prepared and uses are determined, additional exceptions, permits and approvals may be needed.

Projected Number of Employees: It is estimated that the Projects will generate approximately 1,300 person years of construction work and that approximately 235 people will be employed at the Site when the Projects are completed.

Proposed Traffic Circulation: Vehicular access to and egress from the Site is expected to be on Buick and Gaffney Streets. Pedestrians will gain access to the interior of the Site from Commonwealth Avenue and Buick and Gaffney Streets. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Parking and Loading Facilities: Structured garage parking and interim open-air parking will be built on the Site to accommodate demand from the uses proposed for the Site as well as from other areas of the University and, possibly, surrounding neighbors.

Off-street parking facilities owned or controlled by the University will be utilized by the University to accommodate parking needs for the most intense use of the recreational/athletic facility. A traffic access plan has been generated to determine the transportation and parking needs associated with the development of the Site. Loading facilities will be constructed when and where necessary to serve the retail/commercial and other proposed uses at the Site.

Access to Public Transportation: The Site is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Projects are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the

BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Public Benefits: The Projects are expected to result in positive benefits to the City and to several neighborhoods which are adjacent to or near the University. By locating undergraduate students on the Property, the University will reduce the number of undergraduate students inhabiting housing units in neighborhoods near the University's campus. Reducing the number of students residing in these neighborhoods will respond to the specific concerns raised by neighborhood residents and City officials and will increase the number of available housing units.

From a financial and economic perspective, the Projects are expected to contribute significantly to Boston's economy by adding approximately 1,300 person years of construction work. It is also anticipated that approximately 235 people will be employed at the Site when the Projects are completed. With 12,700 employees, the University is the second largest private employer in Boston. The University will make payments in lieu of taxes for the Site as agreed in the 1984 Agreement and, to the extent required by law and not otherwise inconsistent with the Cooperation Agreement dated July 15, 1980 between the University and the City, pay real estate taxes on commercial portions of the Development. In addition, the University is developing a number of special programs that are geared to encourage community use of the recreational/athletic facility. These benefits will be further defined when plans for the recreational/athletic facility are developed.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the University will enter into a Development Impact Project Agreement (the "DIP Agreement") with the BRA and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Projects, to the extent required by the DIP Agreement. As required under Section 26B-3 of the Code, the University will also be responsible for making a Jobs Contribution with regard to the Projects, to the extent required by the DIP Agreement.

Attachments:

Exhibit A: Legal Description

Exhibit B: Plan entitled "Site Plan of Land 899-925
Commonwealth Avenue, Boston, Mass"

Exhibit C: Plan entitled "Easterly and Westerly Development
Areas 899-925 Commonwealth Avenue, Boston, Mass."

Exhibit D: Conceptual Plan

EXHIBIT A
to PDA Master Plan

(exhibit begins on next page)

That certain parcel of land with the buildings and other improvements thereon, situated on the east side of Commonwealth Avenue and the east side of the City of Boston, in the County of Suffolk, Massachusetts, being numbered 540-233 Commonwealth Avenue and known as a parcel of 494,811 square feet and a parcel of 7744 square feet on a plan entitled "Site Plan of Land 540-233 Commonwealth Avenue, Boston, Mass." dated August 25, 1939, prepared by Harry W. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY By Commonwealth Avenue, 396.73 feet;
WESTERLY By Gaffney Street, 121.95 feet;
NORTHEASTERLY By land of the Massachusetts Turnpike Authority, 764.25 feet; and
EASTERLY By land of Trustees of Boston University, 471.40 feet.

Containing 441,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. Deed of Boston Edison Company dated December 25, 1931 and recorded with Suffolk County Registry of Deeds in Book 3896, Page 247. and
- b. Deed of the Commonwealth of Massachusetts dated February 8, 1937 and recorded with said Deeds in Book 11126, Page 5.

EXHIBIT A

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being numbered 899-925 Commonwealth Avenue and shown as a parcel of 436,611 square feet and a parcel of 7264 square feet on a plan entitled "Site Plan of Land 899-925 Commonwealth Avenue, Boston, Mass" dated August 25, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY by Commonwealth Avenue, 696.73 feet;
WESTERLY by Gaffney Street, 783.95 feet;
NORTHEASTERLY by land of the Massachusetts Turnpike
 Authority, 764.35 feet; and
EASTERLY by land of Trustees of Boston University,
 471.40 feet.

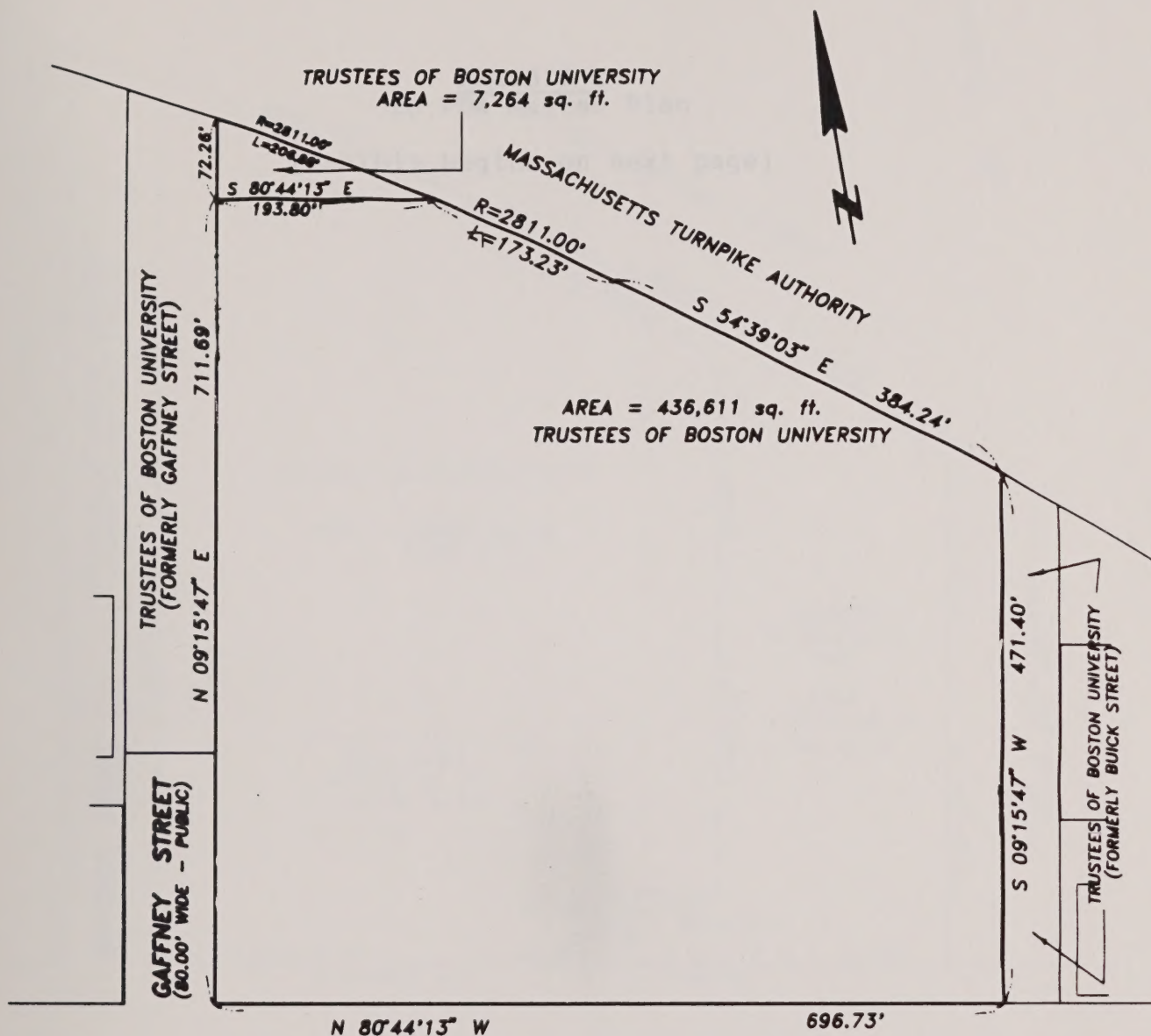
Containing 443,875 square feet.

Being the same premises conveyed to Trustees of Boston University by the following deeds:

- a. deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

(exhibit begins on next page)





Robert G. Applegate



SITE PLAN OF LAND
899-925 COMMONWEALTH AVENUE
BOSTON, MASS

SCALE 1"=150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

AUGUST 25, 1989
LAND SURVEYORS
BOSTON, MASS

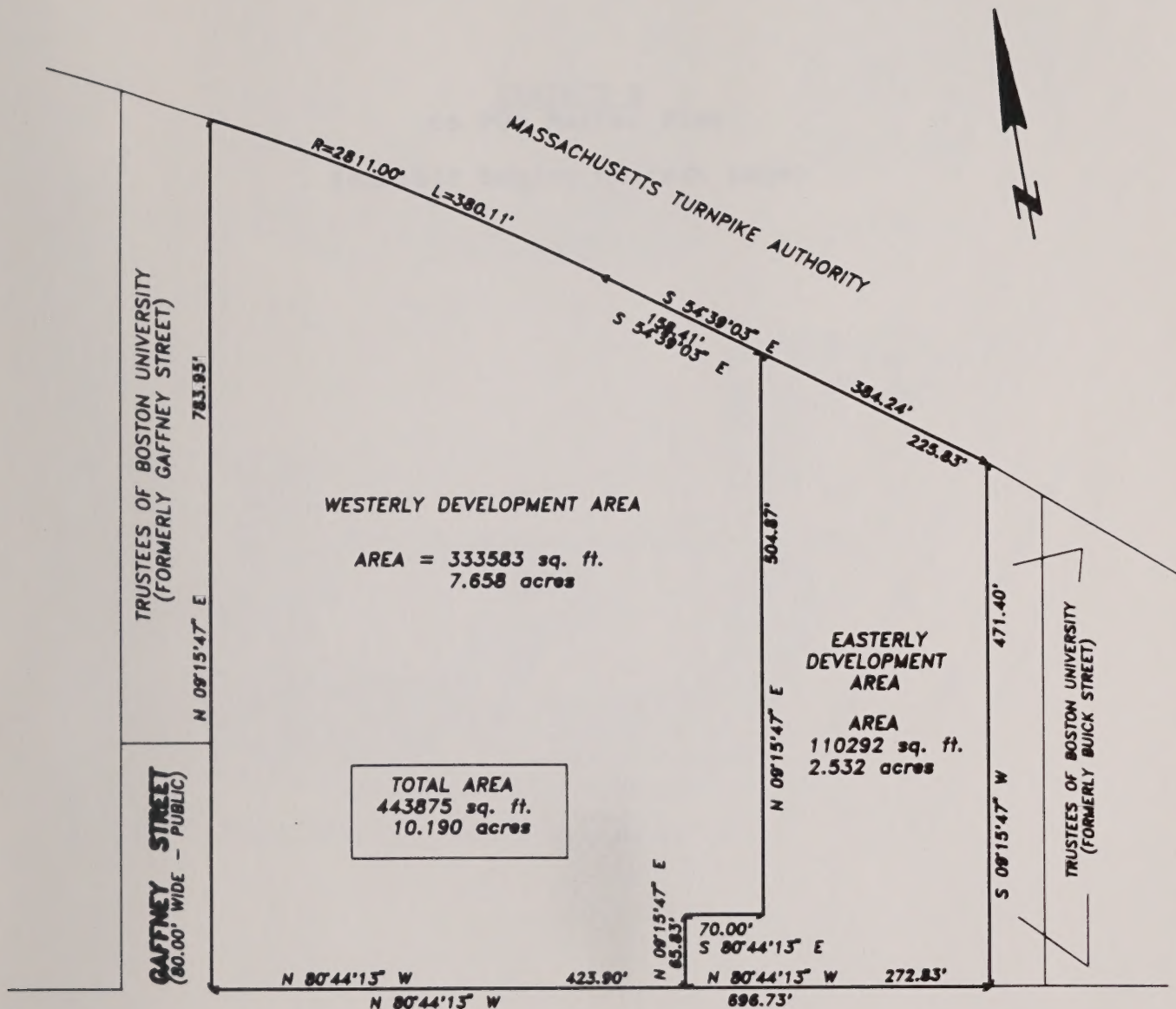
EXHIBIT C
to PDA Master Plan

(exhibit begins on next page)

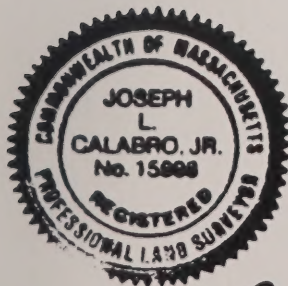


Joseph L. Calabrese

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS
AND-125 COMMONWEALTH AVENUE
BOSTON, MASS.**



COMMONWEALTH (PUBLIC - 180.00' WIDE) AVENUE



Joseph L. Calabro



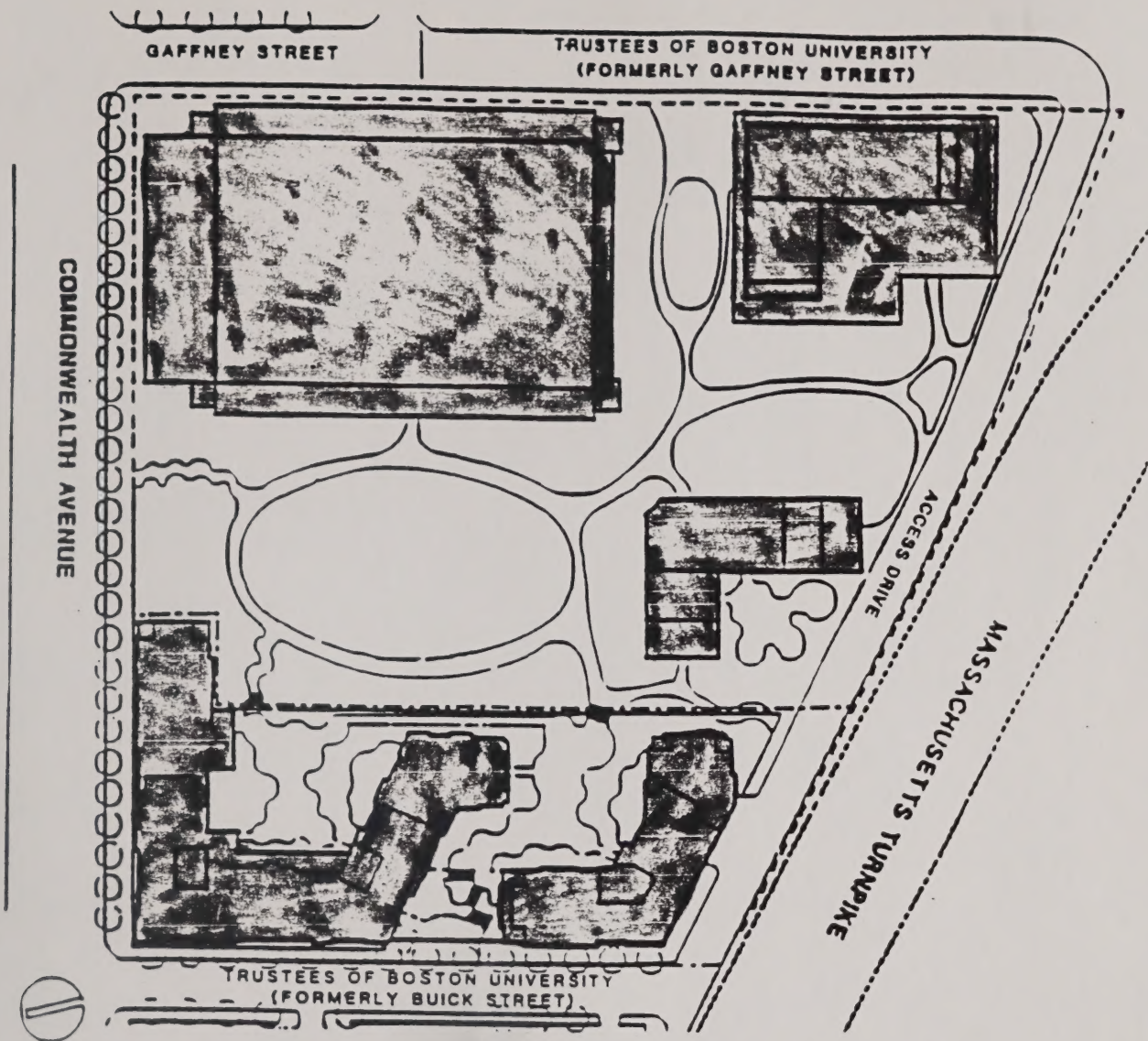
EASTERLY AND WESTERLY
DEVELOPMENT AREAS
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT D
to PDA Master Plan

(exhibit begins on next page)



11/30/89

For illustrative and conceptual purposes only; not intended to determine the location or dimensions of buildings.

EXHIBIT D
to Cooperation Agreement

(exhibit begins on next page)

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PLAN

For

EASTERLY DEVELOPMENT AREA

OF

PLANNED DEVELOPMENT AREA NO. 35

335 Commonwealth Avenue

Trustees of Boston University

January 31, 1990

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BDA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Report Project Plan for Planned Development Area ("PDA") No. 35 (the "PDA Master Plan") regarding the development of 335-337 Commonwealth Avenue, a site of approximately 10.14 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, the PDA development plan (the "Easterly Development Plan") sets forth information on the proposed development (the "Project") of that portion of the Site known as 335 Commonwealth Avenue (the "Easterly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Easterly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 335 Commonwealth Avenue portion of the Site - to be known as the "Westerly Development Area." This Easterly Development Plan represents a stage in the planning process for the improvement of the Easterly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BDA pursuant to Section 3-1B of the Code for final design review approval and certification as to consistency with this Easterly Development Plan. This Easterly Development Plan consists of 4 pages of text plus attachments.

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PLAN
for
EASTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

899 Commonwealth Avenue

Trustees of Boston University

January 25, 1990

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Easterly Development Plan") sets forth information on the proposed development (the "Project") of that portion of the Site known as 899 Commonwealth Avenue (the "Easterly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Easterly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 925 Commonwealth Avenue portion of the Site - to be known as the "Westerly Development Area." This Easterly Development Plan represents a stage in the planning process for the improvement of the Easterly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Easterly Development Plan. This Easterly Development Plan consists of 4 pages of text plus attachments

designated Exhibits A through G. All references to this Easterly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through G are subject to final design, environmental and other development review by the BRA and by other governmental agencies and authorities.

Developer: Trustees of Boston University, a Massachusetts nonprofit, educational corporation, its successors and assigns (the "University").

Location and Description of Easterly Development Area: The Easterly Development Area consists of a parcel of land containing approximately 110,292 square feet or approximately 2.53 acres, located at 899 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: As currently planned, the Project will include the construction of a single structure ("899 Commonwealth Avenue"), consisting of two components rising above the grade of Commonwealth Avenue. These above-grade components will be constructed above a common parking facility located below the grade of Commonwealth Avenue. The common parking facility may contain uses in addition to parking, including retail/commercial uses. The southerly above-grade component of 899 Commonwealth Avenue (the "Southerly Component") will front on Commonwealth Avenue and will be located in the southeasterly portion of the Site. The northerly above-grade component of 899 Commonwealth Avenue (the "Northerly Component") will front on Buick Street and will be located in the northeasterly portion of the Site. It is currently anticipated that 899 Commonwealth Avenue will be located approximately as shown on Exhibit C attached hereto. 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. All references herein to "gross floor area" refer to that term as defined in the Code.

The elevations attached hereto as Exhibit E illustrate the general appearance of 899 Commonwealth Avenue. The final location, appearance, height and gross floor area of 899 Commonwealth Avenue are subject to final design, environmental and other development review by the BRA and other governmental agencies and authorities.

Incidental to the construction of the Project will be the demolition of the buildings currently located on the Easterly Development Area.

Proposed Open Spaces and Landscaping: Two courtyard areas are presently planned in connection with the Project. It is anticipated that these courtyards will be defined to the north, east and south by the facades of 899 Commonwealth Avenue. These courtyards will be landscaped with a variety of paving materials, lighting, decorative seating, fences, trees, shrubs and ground cover.

Proposed Uses of the Area: The Project is planned to include dormitories, multi-family dwellings, educational and other institutional uses, recreational/athletic uses, retail business, service establishments, retail catering, eating places and entertainment, office uses, parking and uses ancillary, accessory, incidental and/or auxiliary to any of the foregoing uses, including roadways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit F attached hereto.

Proposed Dimensions of Structures: 899 Commonwealth Avenue will have heights and a gross floor area not in excess of those set forth on Exhibit D attached hereto. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of the Code. Exhibit G attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Easterly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Easterly Development Plan provides for an FAR of 4.8 for the Easterly Development Area based upon the ratio of approximately 528,228 square feet of gross floor area of proposed development

(calculated as described in the Code) to the existing land area in the Easterly Development Area of approximately 110,292 square feet.

Proposed Traffic Circulation: Vehicular access to and egress from 899 Commonwealth Avenue is expected to be on Buick and Gaffney Streets. Current plans provide for an entrance to the parking garage to be located along the western side of 899 Commonwealth Avenue. Interior circulation within the garage will be via a ramp system.

Proposed Parking and Loading Facilities: The garage planned for the Easterly Development Area will provide up to 375 parking spaces. The Project will include loading docks currently planned for the rear of 899 Commonwealth Avenue.

Access to Public Transportation: The Easterly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Cooperation Agreement for the Site, as modified by such Cooperation Agreement.

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly
Development Areas 899-925 Commonwealth Avenue,
Boston, Mass."
- Exhibit C: Plan showing approximate location of 899
Commonwealth Avenue
- Exhibit D: Maximum Building Heights and Gross Floor Area
- Exhibit E: Elevations
- Exhibit F: Table of Proposed Uses
- Exhibit G: Anticipated Zoning Exceptions

EXHIBIT A
to PDA Easterly Development Plan

(exhibit begins on next page)

That certain parcel of land with the buildings and other improvements located situated on the north side of Commonwealth Avenue and the east side of Carberry Street in Boston, Massachusetts, being shown as a parcel containing 100,291 square feet on a plan entitled "Easterly and Westerly Development Areas 898-915 Commonwealth Avenue, Boston, Mass" dated October 27, 1939, prepared by Harry E. Feldman, Inc., named and described according to said plan as follows:

SOUTHERLY	to Commonwealth Avenue, 113.87 feet;
WESTERLY, NORTHERLY and WESTERLY	by the Easterly Development Area, 51.81 feet, 70.04 feet and 106.87 feet, respectively;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 113.81 feet; and
EASTERLY	to land of Trustees of Boston University, 411.42 feet.

The above-described parcel is a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1927 and recorded with said Deeds in Book 12126, Page 21.

Exhibit A

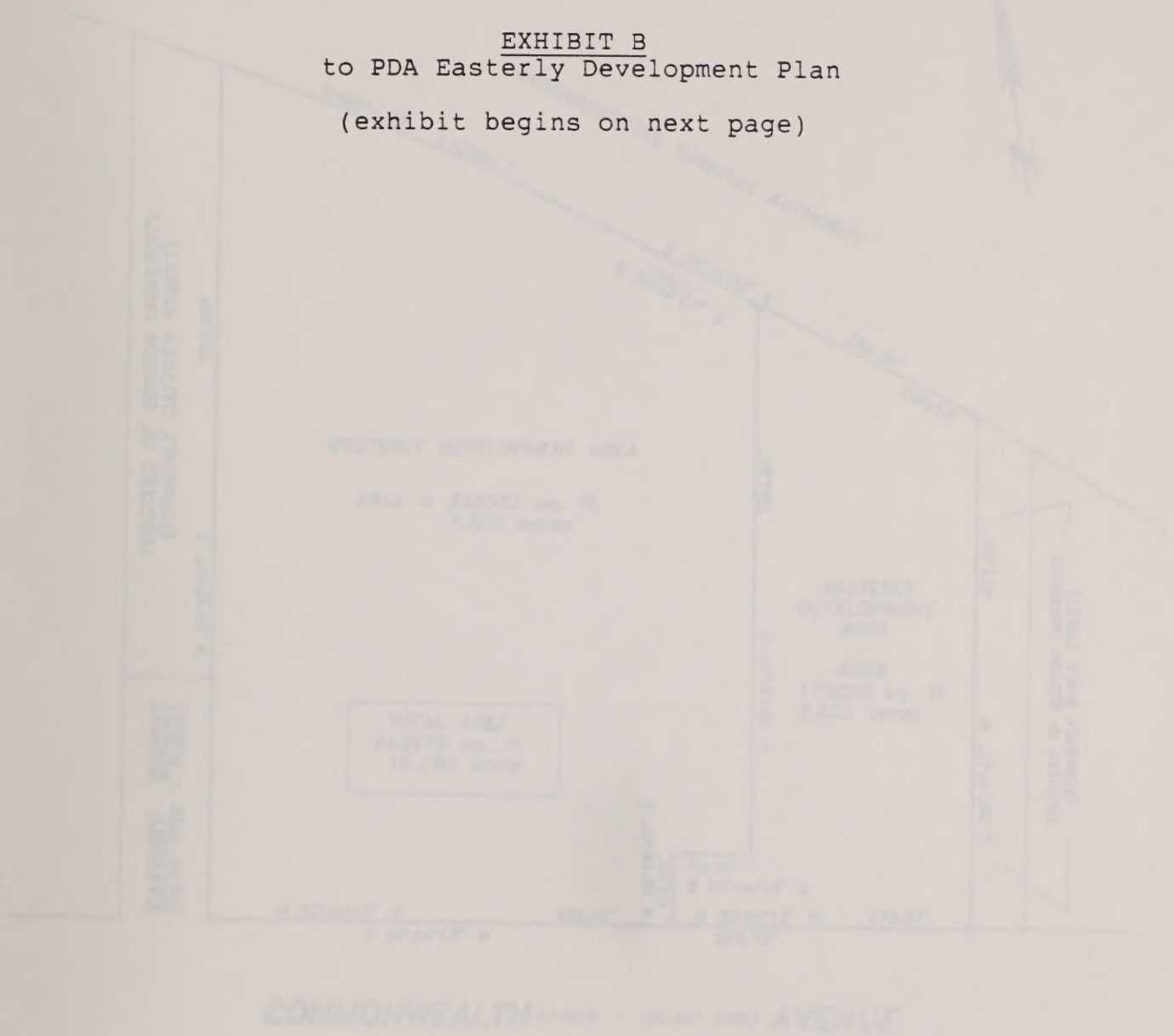
Easterly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 110,292 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 272.83 feet;
WESTERLY, NORTHERLY and WESTERLY	by the Westerly Development Area, 65.83 feet, 70.00 feet and 504.87 feet, respectively;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 225.83 feet; and
EASTERLY	by land of Trustees of Boston University, 471.40 feet.

The above-described parcel is a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

EXHIBIT B
to PDA Easterly Development Plan
(exhibit begins on next page)



Joseph L. Calabrese

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS
575-625 COMMONWEALTH AVENUE
BOSTON, MASS.**

EXHIBIT C
to PDA Easterly Development Plan
(exhibit begins on next page)



EXHIBIT B
 to FMA Masterly Development Plan
 (exhibit begins on next page)

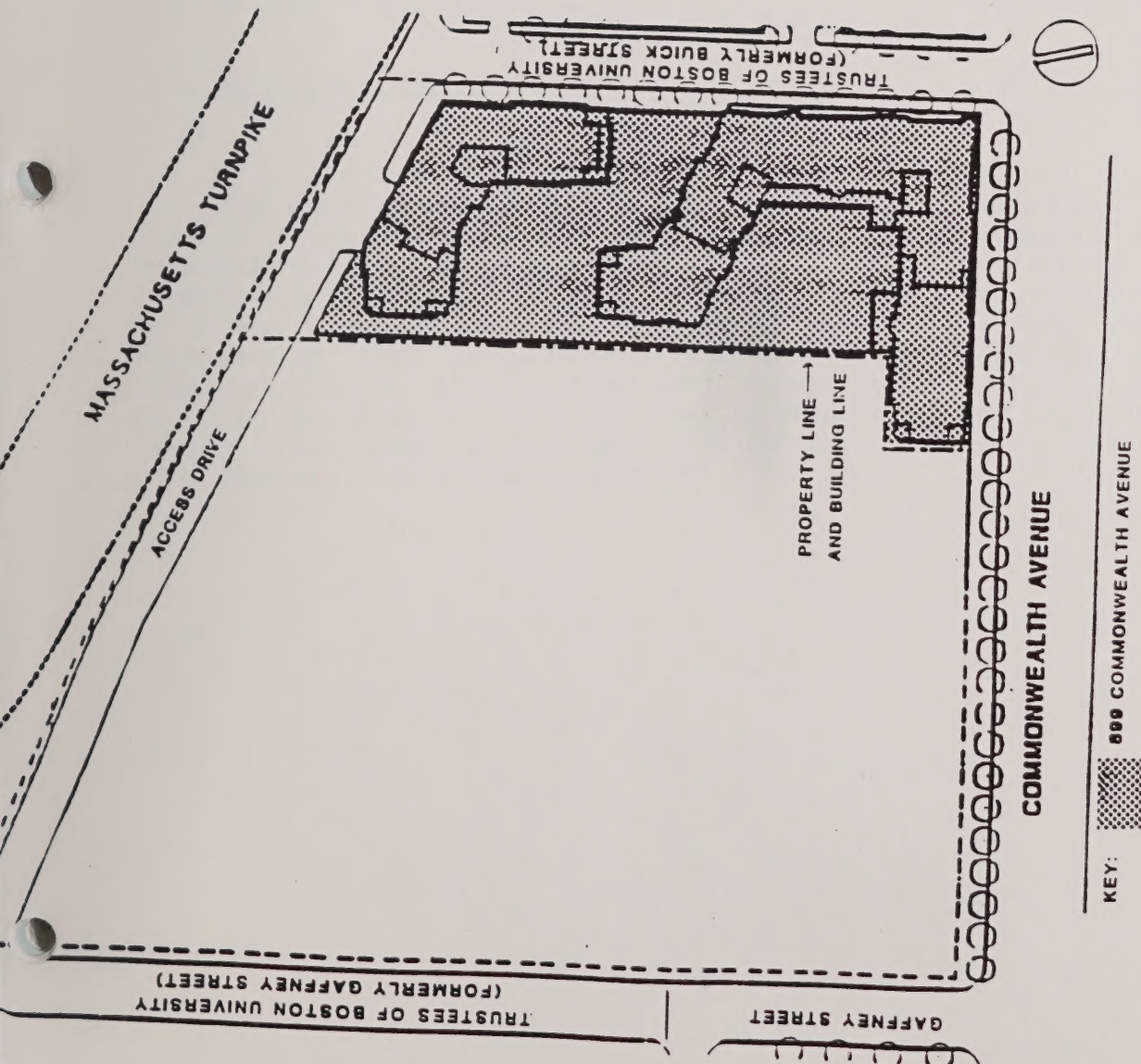


EXHIBIT D
to PDA Easterly Development Plan

(exhibit begins on next page)

MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

	<u>Gross Floor Area</u> <u>Not to Exceed</u> <u>Square Feet</u>	<u>Height Not to Exceed</u> <u>(stories above 4th East</u> <u>Buena Vista Street)</u>
875 Commonwealth Avenue	575,000	
Northern Component		15 stories
Southern Component		5 stories

The parking garage to be located in 875 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Easterly Development Area. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 875 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Easterly Development Plan.

EXHIBIT E
to FDA Easterly Development Plan
(Exhibit begins on next page)

MAXIMUM BUILDING HEIGHTS AND GROSS FLOOR AREA

	<u>Gross Floor Area Not to Exceed (square feet)</u>	<u>Height Not to Exceed (stories above 45 feet Boston City Base)</u>
899 Commonwealth Avenue	528,228	
Northern Component		18 stories
Southern Component		9 stories

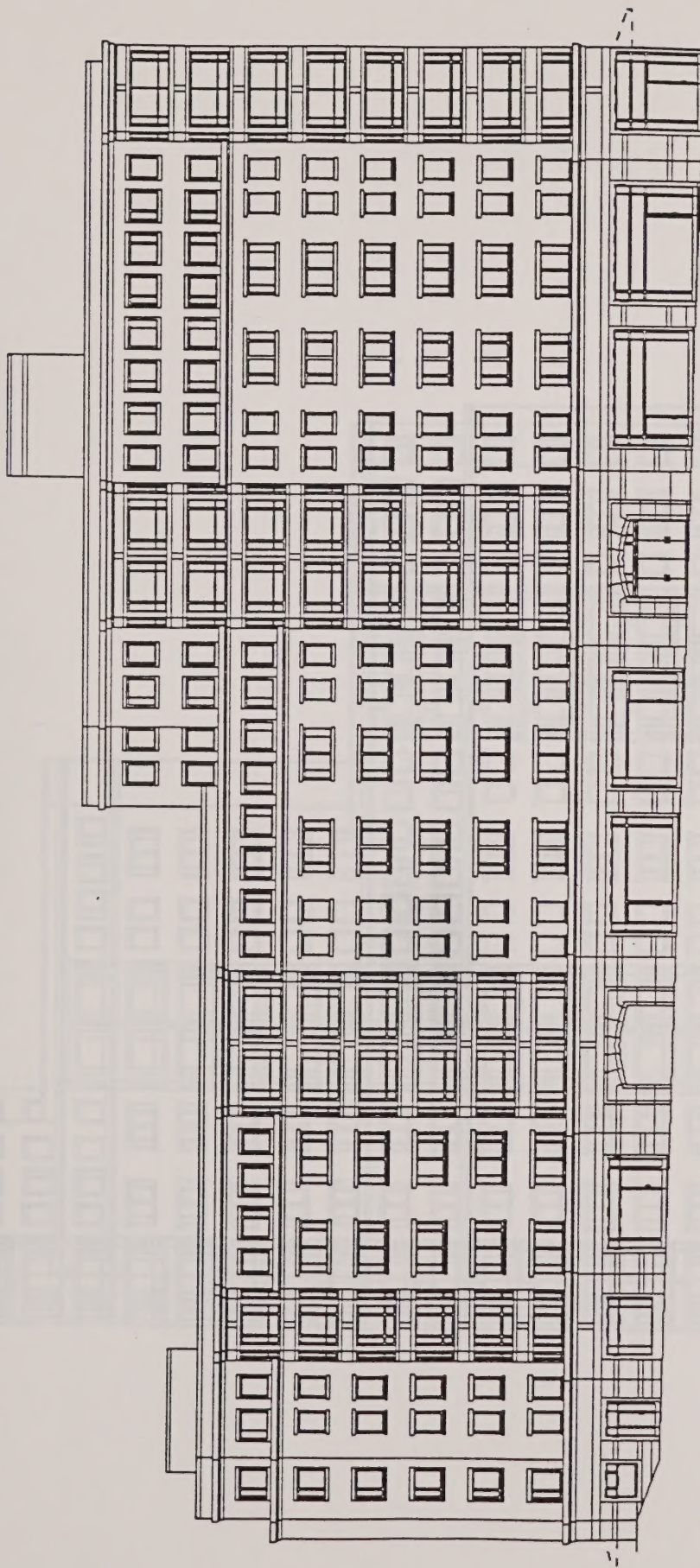
The parking garage to be located in 899 Commonwealth Avenue will be situated below the average grade of Commonwealth Avenue as it abuts the Easterly Development Area. Because the Code excludes from the definition of "gross floor area" any garage space which is in the basement of a building, and because the Code defines basement as "that portion of a building which is partly or completely below grade", the floor space devoted to parking which is to be located in 899 Commonwealth Avenue is not included in the "gross floor area" figure provided on this table or elsewhere in this Easterly Development Plan.

EXHIBIT E
to PDA Easterly Development Plan

(exhibit begins on next page)

SOUTH ELEVATION-COMMONWEALTH AVENUE

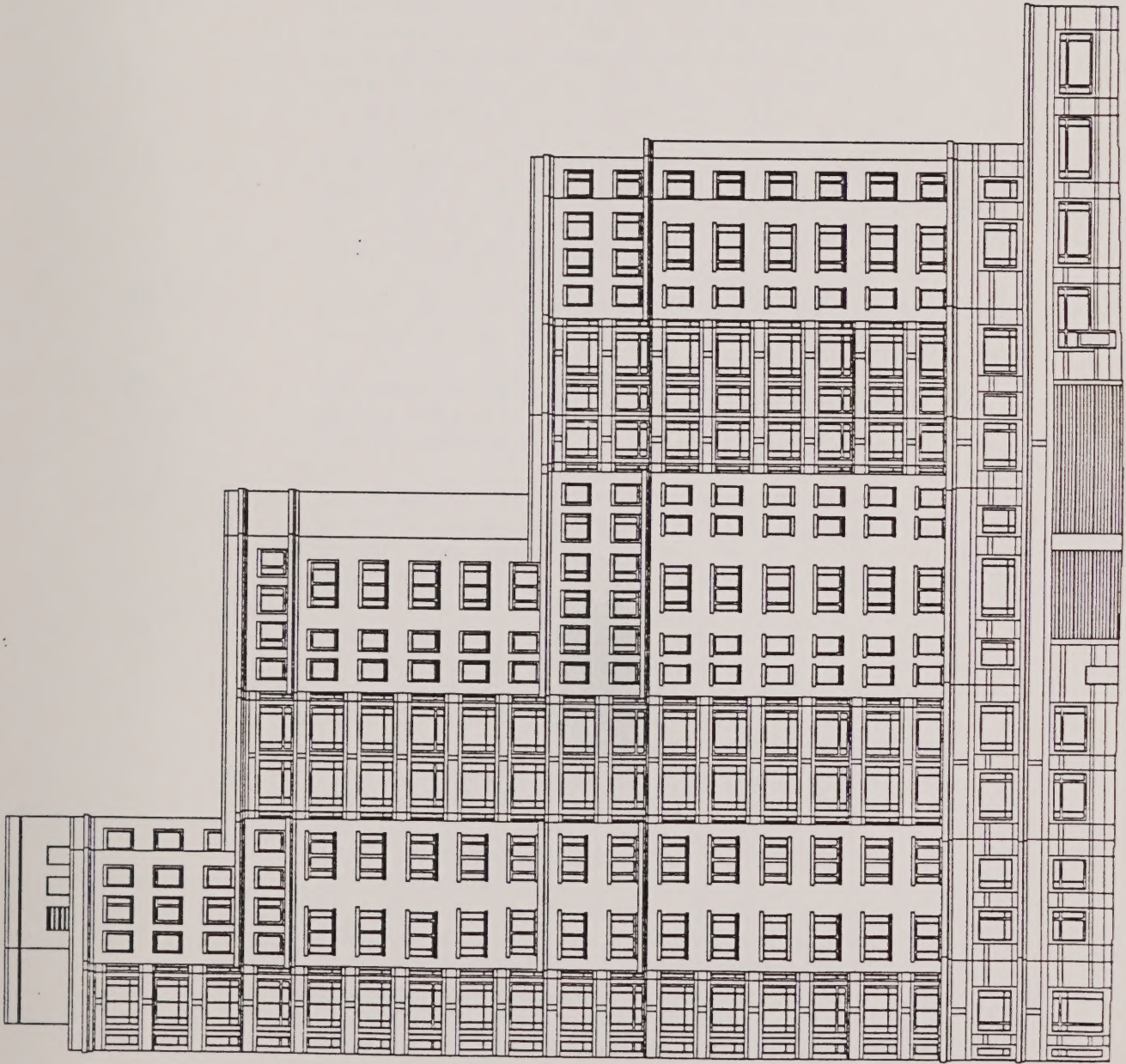
APPROX. 2000. 03/10. 11/8/78



SOUTH ELEVATION--COMMONWEALTH AVENUE

Reduced from A310 11/6/89

EXHIBIT 2
to TDA Easternly Development Plan
(exhibit begins on next page)



NORTH ELEVATION-ACCESS ROAD
Reduced from A317 11/6/89

EXHIBIT F
to PDA Easterly Development Plan

USE NO.

(exhibit begins on next page)

- 7 Building or group of buildings occupied by one or more families in separate dwelling units including separate kitchen, bathroom, and sleeping quarters.
- 12 Territory or area for use, and accessory to, a use specified in Use Item No. 15A or Use Item No. 18 or a lot less than three acres.
- 13 Territory or accessory to a use specified in Use Item No. 15A or Use Item No. 18.
- 15A College or university granting degrees by authority of the Commonwealth of Massachusetts.
- 22A Library or system not conducted for profit, and accessory to, a use listed under Use Item No. 15A, 18, 22, 23, or 24, whether or not in the same lot.
- 27 Open space in public ownership dedicated to or appropriated for active or passive recreational use or for the conservation of natural resources including but not limited to the wetland areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an 03 district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A.
- 34 Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 15A.

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
7	Building or group of buildings for occupancy by three or more families in separate dwelling units including apartment hotel without accessory uses specified in Use Item No. 78
12	Dormitory on the same lot as, and accessory to, a use specified in Use Item No. 16A or Use Item No. 18 on a lot of less than three acres
13	Dormitory not accessory to a use specified in Use Item No. 16A or Use Item No. 18
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
20A	Library or museum not conducted for profit, and accessory to, a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not in the same lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
34	Store primarily serving the local retail business needs of the residents of the neighborhood, but not constituting a business as described in Use Item No. 34A,

including, but not limited to, store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances

- 35 Furniture store, general merchandise mart, or other store serving primarily the community and surrounding neighborhoods, including accessory storage
- 36A Sale over the counter, not wholly incidental to a use listed under Use Item No. 34 or Use Item No. 37 or Use Item No. 50, of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out
- 37 Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles
- 37A The maintenance and operation of any amusement game machine in a private club, dormitory, fraternity or sorority house, or similar non-commercial establishment (other than as an accessory use described in Use Item No. 86a)
- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as

- accessory use described in Use Item No. 86b or 86c); provided that such establishment is customarily open to the public at large and does not exclude any minor by reason of age as a prevailing practice
- 39 Office of accountant, architect, attorney, dentist, physician, or other professional person, not accessory to a main use
- 40 Real estate, insurance or other agency office
- 41 Office building, post office, bank (other than drive-in bank) or similar establishment
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use
- 44 Tailor shop; hand laundry; dry-cleaning shop
- 59 Parking garage
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located

- 78 As an accessory use subject to the limitations and restrictions of Article 10, in buildings with more than fifty dwelling units, and in hotels with more than fifty sleeping rooms, news-stand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building
- 79 As an accessory use subject to the limitations and restrictions of Article 10, in hospitals with more than fifty beds, and in educational institutions with more than four hundred full time students, incidental uses and services ordinarily found in connection therewith and primarily for the patients and staff or students and faculty, when conducted wholly within a building and entered solely from within the building where there is but one building on the lot or from an entrance not directly facing a street or lot line where there is more than one building on a lot
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use
- 86a As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of nor more than four amusement game machines in a private club, dormitory, fraternity or sorority house, or similar noncommercial use

EXHIBIT G
to PDA Easterly Development Plan
(exhibit begins on next page)

See Item Nos. 12, 13, 15A, 16A, 17, 18, 19, 20, 21, 22, 23, 24

<u>Article</u>		<u>Requirements</u>	<u>Proposed</u>
15	Floor Area Ratio	1.5	1.5
16	Maximum Height	2-3 stories/35' 35'	2-3 stories/35' 35'
18	Front Yard Requirement	15'	none
19	Side Yard Requirement	East - 15.70' West - 10'	East - none West - none
20	Rear Yard	10'	0
21	Minimum Setback of Porch	North - 57.35' South - 3.41' East - 14.13' 15.83' West - 18.41' 21.53' 24.12'	North - none South - none East - none West - none
22	Off-Street Parking	100	100
23	Off-Street Loading	0	0
24	Alibon-Brighton Historic District		

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 12, 13, 16A, 20A, 34, 35, 36A, 44, 71, 79, 85, 86a

<u>Article</u>		<u>Requirements</u>	<u>Proposed</u>
15	Floor Area Ratio	2.0	4.8
16	Maximum Height	2- $\frac{1}{2}$ stories/ 35'	18 stories/ 195'
18	Front Yard Requirement	15'	none
19	Side Yard Requirement	East - 26.70' West - 20'	East - none West - none
20	Rear Yards	30'	0
21	Minimum Setback of Parapet	North - 57.36' South - 3.61' East - 44.13' 49.48' West - 18.42' 21.53' 24.12'	North - none South - none East - none West - none
23	Off-Street Parking	1,408	320
24	Off-Street Loading	6	3
27F	Allston-Brighton Interim Planning Overlay District		

EXHIBIT E
to Cooperation Agreement

(exhibit begins on next page)

DEVELOPMENT PLAN
FOR
WESTERLY DEVELOPMENT AREA
OF
PLANNED DEVELOPMENT AREA NO. 18
375 COMMONWEALTH AVENUE
TRUSTEES OF BOSTON UNIVERSITY
January 21, 1981

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BDA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Report Outline Plan for Planned Development Area ("PDA") No. 18 (the "PDA Master Plan") regarding the development of 375-377 Commonwealth Avenue, a site of approximately 16.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Westerly Development Plan") sets forth information on the proposed development and use (the "Project") of that portion of the Site known as 375 Commonwealth Avenue (the "Westerly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Westerly Development Area, circulation, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 379 Commonwealth Avenue portion of the Site - to be known as the "Easterly Development Area." This Westerly Development Plan represents a stage in the planning process for the improvement of the Westerly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BDA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Westerly Development Plan. This Westerly Development Plan consists of 3 pages of text plus attachments designated Exhibits A through F. All references to this Westerly Development Plan contained herein shall pertain only to such 3 pages and exhibits. Exhibits A through F are subject to final

BOSTON REDEVELOPMENT AUTHORITY
DEVELOPMENT PLAN
for
WESTERLY DEVELOPMENT AREA
of
PLANNED DEVELOPMENT AREA NO. 38

925 Commonwealth Avenue

Trustees of Boston University

January 25, 1989

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "BRA"), acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), approved a Master Plan and Development Impact Project Plan for Planned Development Area ("PDA") No. 38 (the "PDA Master Plan") regarding the development of 899-925 Commonwealth Avenue, a site of approximately 10.19 acres located in Boston, Massachusetts (the "Site"). In accordance with Section 3-1A of the Code, this PDA development plan (the "Westerly Development Plan") sets forth information on the proposed development and use (the "Project") of that portion of the Site known as 925 Commonwealth Avenue (the "Westerly Development Area"), including the proposed location and appearance of structures, open spaces and landscaping, proposed uses of the Westerly Development Area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. A separate PDA development plan is being submitted simultaneously for the 899 Commonwealth Avenue portion of the Site - to be known as the "Easterly Development Area." This Westerly Development Plan represents a stage in the planning process for the improvement of the Westerly Development Area between the PDA Master Plan stage and the stage at which final plans and specifications for the Project are submitted to the BRA pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Westerly Development Plan. This Westerly Development Plan consists of 5 pages of text plus attachments designated Exhibits A through F. All references to this Westerly Development Plan contained herein shall pertain only to such 4 pages and exhibits. Exhibits A through F are subject to final

design, environmental and other development review by the BRA and by other governmental agencies and authorities.

This Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, as described in and consistent with the PDA Master Plan, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area. When financing or funding, programming, planning, design and other requirements have been finalized or satisfied with regard to such construction, it is expected that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and Boston Zoning Commission ("BZC") approval.

Developer: Trustees of Boston University, a Massachusetts non-profit, educational corporation, its successors and assigns (the "University").

Location and Description of Westerly Development Area: The Westerly Development Area consists of a parcel of land containing approximately 333,583 square feet or approximately 7.66 acres located at 925 Commonwealth Avenue, Boston, Suffolk County, Massachusetts, as more particularly bounded and described in Exhibit A attached hereto and as shown on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass.", dated October 27, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit B.

Proposed Location and Appearance of Structures: The current locations of the buildings on the Westerly Development Area are shown on a plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass", dated November 21, 1989, prepared by Harry R. Feldman, Inc. and attached hereto as Exhibit C. Except for the planned demolition of some or all of the structures on the Westerly Development Area, as described in more detail below, the location and appearance of the buildings on the Westerly Development Area are not expected to change in any material respect in the immediate future.

As stated above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is currently anticipated that certain of the existing structures will be demolished, as depicted on the plan attached hereto as Exhibit C. Certain other structures currently located on the Westerly Development Area, also depicted on Exhibit C, may be demolished as well. Following any required governmental reviews and approvals, and following the demolition of certain buildings, tennis courts covered with air structures to allow use all year around may be constructed in the northerly portion of the Westerly Development Area.

Proposed Open Spaces and Landscaping: A large portion of the Westerly Development Area will remain open for surface parking, pedestrian walkways and recreational/athletic uses. Landscaping on the Westerly Development Area will be integrated and harmonious with the landscaping of the Easterly Development Area so as to visually unify the Site. Trees and other plantings will be used to soften the pedestrian environment. A variety of paving and landscape materials will be used to differentiate and enrich the paths and walkways throughout the Westerly Development Area. An overlook terrace will be constructed in the southeasterly portion of the Westerly Development Area. The plan attached hereto as Exhibit D depicts certain aspects of the open spaces and landscaping currently proposed for the Westerly Development Area.

As noted above, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. However, it is anticipated that such construction will eventually be undertaken on the Westerly Development Area and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. When completed, the subsequent development of the Westerly Development Area will include an open space of not less than two acres with access to such open space provided from Commonwealth Avenue. Provision for this open space will be made in the appropriate development plan or plans for the Westerly Development Area.

Proposed Uses of the Area: The Project is planned to include educational institutional uses, parking, recreational/athletic uses and uses ancillary, accessory, incidental and/or auxiliary to any of the forgoing uses, including driveways and pedestrian areas for access through the Site. The proposed uses planned for the Project may include those uses listed in Exhibit E attached hereto. Prior to any rehabilitation or replacement thereof pursuant to a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan, the existing Armory structure located on the Westerly Development Area shall not be used for any non-University related events with the number of attendees expected to exceed 2,000 except for recreational or athletic uses by children of primary and secondary school age and commencements and other functions of other educational institutions.

Proposed Dimensions of Structures: As stated earlier, this Westerly Development Plan does not contemplate major new construction on the Westerly Development Area in the immediate future. It is anticipated that those structures that are not demolished will generally retain their present dimensions. Upon establishment of the PDA, the Site will be located in a B-2-D zoning district. In such districts, relief from the requirements of the Code may be sought as exceptions pursuant to Article 6A of

the Code. Exhibit F attached hereto sets forth a list of anticipated zoning exceptions required for the Project. Because the design of the Project is subject to further design, environmental and other development review by the BRA and other governmental agencies and authorities, the zoning relief required for the Project may change correspondingly.

Proposed Densities: The Westerly Development Area is located in a B-2, General Business Zoning District, within the Allston-Brighton Interim Planning Overlay District (the "A-B IPOD"), in which the maximum floor area ratio ("FAR") under the Code is 2.0. The PDA Master Plan provides for an overall FAR of 3.3 for the Site based upon the ratio of 1,468,000 square feet of gross floor area (calculated as described in the Code) to the existing land area of the Site of approximately 443,875 square feet. This Westerly Development Plan provides for an FAR for the Westerly Development Area of less than the 2.0 permitted as-of-right under the Code.

As noted above, it is anticipated that subsequent construction will be undertaken on the Westerly Development Area, in addition to the development proposed in connection with this Westerly Development Plan, and that a subsequent PDA development plan or plans and/or an amendment or amendments to this Westerly Development Plan will be submitted for community review and BRA and BZC approval in connection with such construction. Because the PDA Master Plan provides for an overall FAR of 3.3 for the Site (based upon the construction of up to 1,468,000 square feet of gross floor area), any PDA development plan or plans for the Westerly Development Area will not provide for construction on the Westerly Development Area in a manner that would cause the FAR for the Site to exceed 3.3 or the number of square feet of gross floor area on the Site (calculated as described in the Code) to exceed 1,468,000.

Proposed Traffic Circulation: Gaffney and Buick Streets will continue to allow vehicles access and egress to the Site. Provided demolition of existing structures proceeds as anticipated, an access drive is planned for the rear of the Site.

Proposed Parking and Loading Facilities: The Westerly Development Area will provide up to 155 surface parking spaces. Off-street grade-access service areas, including loading bays, will also be provided on the Westerly Development Area.

Access to Public Transportation: The Westerly Development Area is located on the Commonwealth Avenue branch of the MBTA Green Line. Trolley stops are located on Commonwealth Avenue at both Buick and Gaffney Streets at the easterly and westerly ends of the Site. MBTA buses to Watertown and Kenmore Square also travel along Commonwealth Avenue with stops at Buick and Gaffney Streets.

PDA Master Plan: The Westerly Development Area shall be developed in a manner consistent with the development concept, land uses, density and building heights contemplated in the PDA Master Plan.

Development Review Procedures: All design plans for the Project are subject to ongoing development review and approval by the BRA. Such review is to be conducted in accordance with the BRA's "Development Review Procedures" dated 1985, revised 1986 in the modified form attached to the Corporation Agreement for the Site, as modified by such Cooperation Agreement.

Exhibit 2: Table of Proposed Uses

Exhibit 3: Anticipated zoning exceptions

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit C: Plan entitled "Plan of Land 899-925 Commonwealth Avenue, Boston, Mass."
- Exhibit D: Landscape Plan
- Exhibit E: Table of Proposed Uses
- Exhibit F: Anticipated Zoning Exceptions

Exhibit A

Westerly Development Area

That certain parcel of land with the buildings and other improvements thereon situated on the north side of Commonwealth Avenue and the east side of Gaffney Street in Boston, Massachusetts, being shown as a parcel containing 333,583 square feet on a plan entitled "Easterly and Westerly Development Areas 899-925 Commonwealth Avenue, Boston, Mass" dated October 27, 1989, prepared by Harry R. Feldman, Inc., bounded and described according to said plan as follows:

SOUTHERLY	by Commonwealth Avenue, 423.90 feet;
WESTERLY	by Gaffney Street, 783.95 feet;
NORTHEASTERLY	by land of the Massachusetts Turnpike Authority, 538.52 feet; and
EASTERLY, SOUTHERLY and EASTERLY	by the Easterly Development Area, 504.87 feet, 70.00 feet and 65.83 feet, respectively.

The above-described parcel includes:

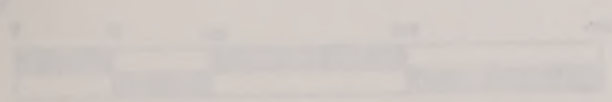
- a. the premises conveyed to Trustees of Boston University by deed of Boston Edison Company dated December 28, 1981 and recorded with Suffolk County Registry of Deeds in Book 9896, Page 247, and
- b. a portion of the premises conveyed to Trustees of Boston University by deed of the Commonwealth of Massachusetts dated February 8, 1987 and recorded with said Deeds in Book 13396, Page 9.

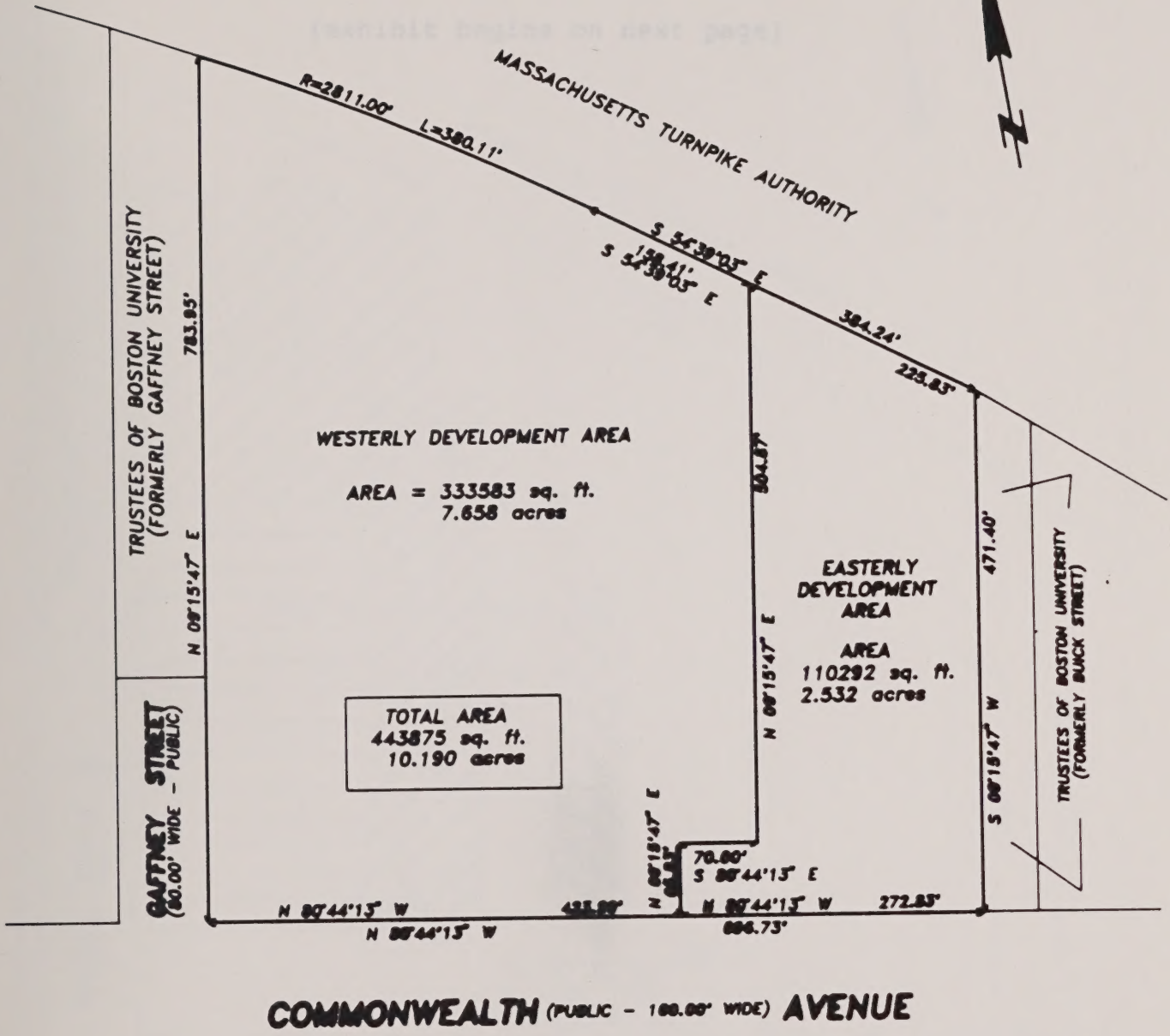
EXHIBIT B
to PDA Westerly Development Plan
(exhibit begins on next page)



Joseph A. Delabata

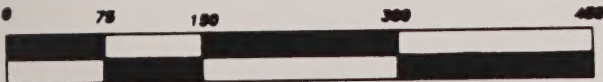
**EASTERN AND WESTERLY
DEVELOPMENT AREAS**
100-125 COMMONWEALTH AVENUE
BOSTON, MASS.





Joseph L. Calabro, Jr.

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.



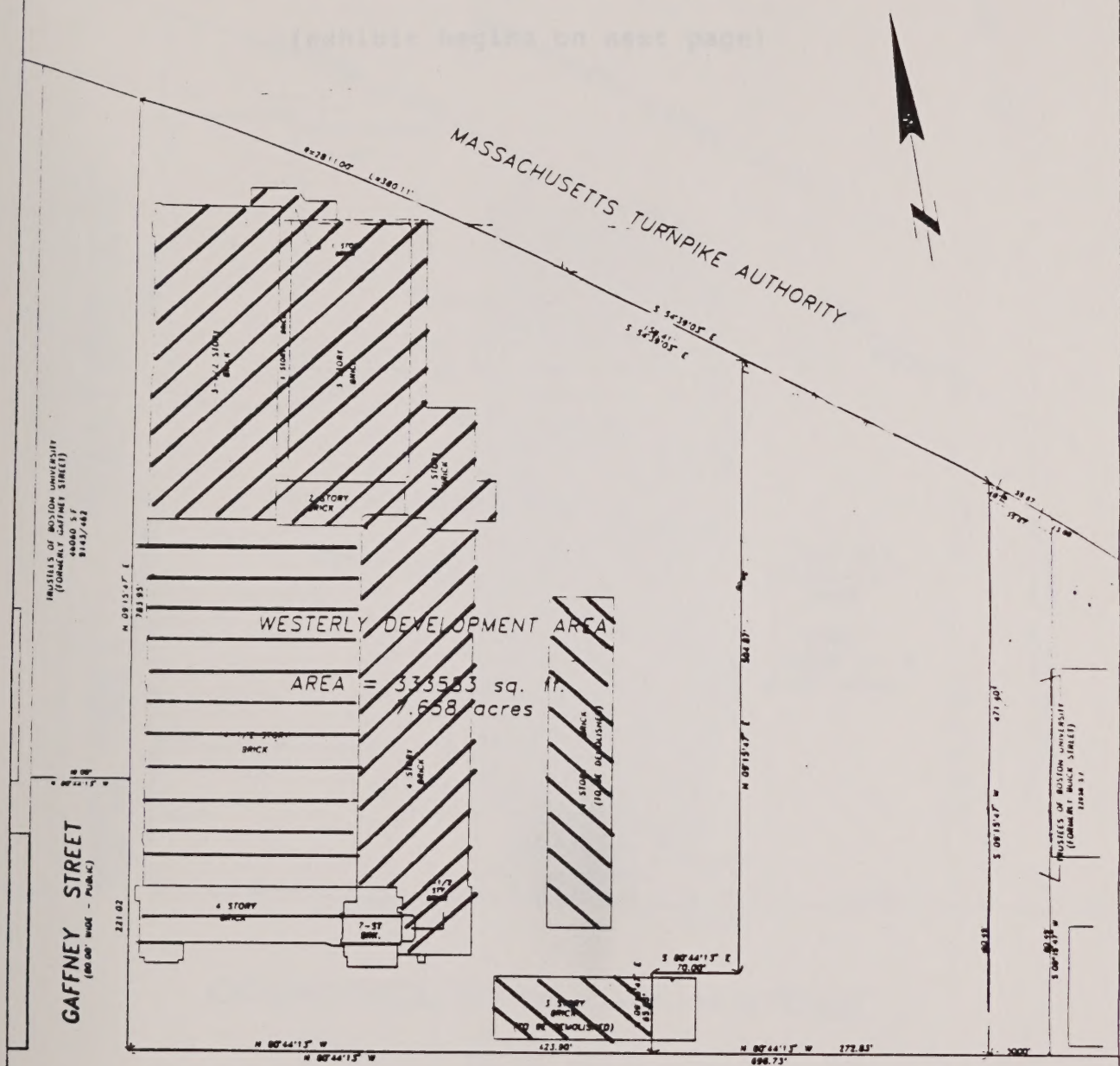
SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS

EXHIBIT C
to PDA Westerly Development Plan
(exhibit begins on next page)



EXHIBIT 3
 TO PDA WESTERLY DEVELOPMENT PLAN
 (includes original to west page)



COMMONWEALTH (PUBLIC - 160.00' WIDE) AVENUE



To be demolished pursuant to this
 Westerly Development Plan



May be demolished pursuant to this
 Westerly Development Plan



May be demolished pursuant to
 subsequent PDA development plans

PLAN OF LAND
 899-925 COMMONWEALTH AVENUE
BOSTON, MASS.



SCALE 1"=40'
 HARRY R. FELDMAN, INC.
 112 SHAWMUT AVENUE

NOVEMBER 21, 1989
 LAND SURVEYORS
 BOSTON, MASS



EXHIBIT D
to PDA Westerly Development Plan
(exhibit begins on next page)



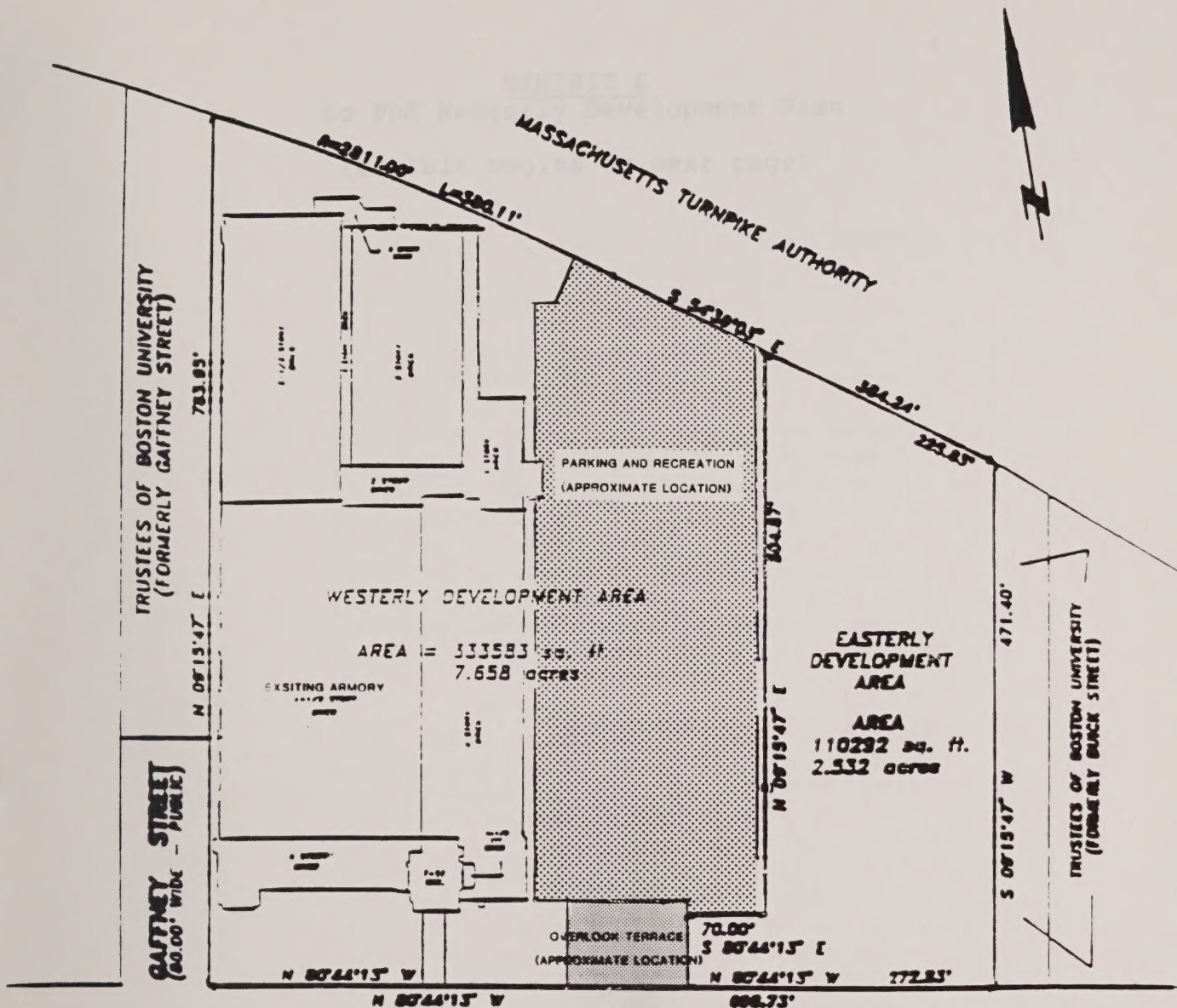
COMMONWEALTH AVENUE

TOTAL AREA
10,120 SQ. FT.
10,120 SQ. FT.

EASTERLY AND WESTERLY
DEVELOPMENT AREAS
820-822 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE 1" = 100'
RABBIT & FIDELMAN, INC.
112 BRIMLEY AVENUE

RECEIVED 27, 1968
LAND DEPARTMENT
BOSTON, MASS.



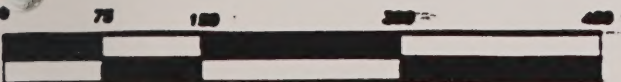
COMMONWEALTH (PUBLIC - 60.00' WIDE) AVENUE

TOTAL AREA
443875 sq. ft.
10.190 acres

**EASTERLY AND WESTERLY
DEVELOPMENT AREAS**
899-925 COMMONWEALTH AVENUE
BOSTON, MASS.

SCALE: 1" = 150'
HARRY R. FELDMAN, INC.
112 SHAWMUT AVENUE

OCTOBER 27, 1989
LAND SURVEYORS
BOSTON, MASS



(exhibit begins on next page)

-11-

TABLE OF PROPOSED USES

<u>USE NO.</u>	<u>USE</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot, provided that all resulting cinders, dust, flashing, fumes, gases, odors, refuse matter, smoke and vapor are effectively confined to the lot or so disposed of as not to be a nuisance or hazard to health or safety; and provided also that no noise or vibration is perceptible without instruments more than fifty feet from the lot or any part of the lot
27	Open space in public ownership dedicated to or appropriated for active or passive recreational use or to the conservation of natural resources; including but not limited to the waterway areas, beaches, reservations, parks, and playgrounds within the boundaries of the City of Boston; or, open space in private ownership for active or passive recreational use or for the conservation of natural resources. In an OS district there shall be no structures except those accessory to open space uses, in accordance with Use Item No. 27A
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area
28	Private grounds for games and sports not conducted for profit
58	Parking lot

- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district
- 72 As an accessory use subject to the limitations and restrictions of Article 10, a garage or parking space for occupants, employees, customers, students and visitors; provided that, in the case of a lot lying in two or more districts, such parking is accessory to a use that is lawful in the district in which such parking is located
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard
- 85 As an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use

EXHIBIT F
to PDA Westerly Development Plan
(exhibit begins on next page)

Map from Nov. 1984, 24, 27A, 31, 33

Article

- 6 Maximum Height
- 70 Rear Yards
- 71 Minimum Setback of Porches
- 72 Off-Street Parking
- 73 Off-Street Loading
- 74 Historic-Designated Historic Planning Overlay District

ANTICIPATED ZONING EXCEPTIONS

Use Item Nos. 16A, 24, 27A, 71, 85

Article

16	Maximum Height
20	Rear Yards
21	Minimum Setback of Parapet
23	Off-Street Parking
24	Off-Street Loading
27F	Allston-Brighton Interim Planning Overlay District

SOUTHERN UNIVERSITY
260 COMMONWEALTH AVENUE
CAMBRIDGE, MASSACHUSETTS 02138
CB PROJECT NO. 880102

EXHIBIT F
to Cooperation Agreement

DRAWING LIST: (exhibit begins on next page)

EASTERLY AND WESTERLY DEVELOPMENT AREA

DWG #	DRAWING TITLE	ISSUE DATE
<i>General</i>		
1	Cover Sheet	27-Jan-85
2	Visual Street #1	27-Jan-85
3	Visual Street #2	27-Jan-85
4	Site Landscape - Plan A	27-Jan-85
5	Site Landscape - Plan B	27-Jan-85
6	Site Landscape - Plan C	27-Jan-85
7	Site Landscape - Plan D	27-Jan-85
8	Site Plan, 1/4" = 1'	27-Jan-85
9	Section A-A & B-B, 1/32" = 1'	27-Jan-85
10	Parking Level Plan - EL. 12.0, 1/16" = 1'	27-Jan-85
11	Parking Level Plan - EL. 21.0, 1/16" = 1'	27-Jan-85
12	Parking Level Plan - EL. 31.0, 1/16" = 1'	27-Jan-85
13	Roof Plan - EL. 41.0, 1/16" = 1'	27-Jan-85
14	Floor Plan - EL. 51.0, 1/16" = 1'	27-Jan-85
15	Floor Plan - EL. 61.0, 1/16" = 1'	27-Jan-85
16	Floor Plan - EL. 71.0, 1/16" = 1'	27-Jan-85
17	Floor Plan - EL. 81.0, 1/16" = 1'	27-Jan-85
18	Floor Plan - EL. 91.0, 1/16" = 1'	27-Jan-85
19	Elevations	27-Jan-85
20	Elevations	27-Jan-85
21	Elevations	27-Jan-85
22	Site Section A-A	27-Jan-85
23	Site Section B-B	27-Jan-85
24	Site Section C-C	27-Jan-85
25	Site Section D-D	27-Jan-85
26	Site Section E-E	27-Jan-85
27	Unit Plan A & B	27-Jan-85
28	Unit Plan C & F	27-Jan-85
29	Unit Plan D, E, G, H & I & J	27-Jan-85
30	Unit Plan K, L & M	27-Jan-85
31	Shadow Studies - March	27-Jan-85
32	Shadow Studies - June	27-Jan-85
33	Shadow Studies - June	27-Jan-85
34	Shadow Studies - September	27-Jan-85
35	Shadow Studies - December	27-Jan-85
36	Shadow Studies - December	27-Jan-85

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.02

**DRAWING LIST: SCHEMATIC DESIGN
EASTERLY AND WESTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

General

1	Title Sheet	27-Jan-89
2	Views Sheet #1	27-Jan-89
3	Views Sheet #2	27-Jan-89
4	Site Landscape - Plan A	27-Jan-89
5	Site Landscape - Plan B	27-Jan-89
6	Site Landscape - Plan C	27-Jan-89
7	Site Landscape - Plan D	27-Jan-89
8	Site Plan, 1/40"	27-Jan-89
9	Section A-A & B-B, 1/32"	27-Jan-89
10	Parking Level Plan - El. 12.0', 1/16"	27-Jan-89
11	Parking Level Plan - El. 21.5', 1/16"	27-Jan-89
12	Parking Level Plan - El. 31.0', 1/16"	27-Jan-89
13	Retail/Plaza - El. 42.0', 1/16"	27-Jan-89
14	Floor Plan - El. 55-58, 1/16"	27-Jan-89
15	Floor Plan - El. 65-67, 1/16"	27-Jan-89
16	Floor Plan - El. 119-121, 1/16"	27-Jan-89
17	Floor Plan - El. 121-128, 1/16"	27-Jan-89
18	Floor Plan - El. 173, 1/16"	27-Jan-89
19	Elevations	27-Jan-89
20	Elevations	27-Jan-89
21	Elevations	27-Jan-89
22	Site Section A-A	27-Jan-89
23	Site Section B-B	27-Jan-89
24	Site Section C-C	27-Jan-89
25	Site Section D-D	27-Jan-89
26	Site Section E-E	27-Jan-89
27	Unit Plan A & B	27-Jan-89
28	Unit Plan C & F	27-Jan-89
29	Unit Plan D.1, D.2, D.3 & F.1 & A.1	27-Jan-89
30	Unit Plan B.2 & B.3	27-Jan-89
31	Shadow Studies - March	27-Jan-89
32	Shadow Studies - June	27-Jan-89
33	Shadow Studies - June	27-Jan-89
34	Shadow Studies - September	27-Jan-89
35	Shadow Studies - December	27-Jan-89
36	Shadow Studies - December	27-Jan-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.02

**DRAWING LIST: SCHEMATIC DESIGN
EASTERLY AND WESTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Landscape

L1	Landscape Site Plan A	23-Feb-89
L2	Landscape Site Plan B	23-Feb-89
L3	Landscape Site Plan C	23-Feb-89
L4	Landscape Site Plan D	23-Feb-89
L5	Landscape Grading Plan A	23-Feb-89
L6	Landscape Grading Plan B	23-Feb-89
L7	Landscape Grading Plan C	23-Feb-89
L8	Landscape Grading Plan D	23-Feb-89
L9	Landscape Sections A & B	23-Feb-89
L10	Landscape Sections C & D	23-Feb-89
L11	Landscape Sections E & F	23-Feb-89
L12	Landscape Sections G & H	23-Feb-89
L13	Landscape Sections I & J	23-Feb-89
L14	Landscape Section K	23-Feb-89
L15	Landscape Details	23-Feb-89
L16	Landscape Details	23-Feb-89
L17	Irrigation Plan A	23-Feb-89
L18	Irrigation Plan B	23-Feb-89

Landscape

L-2	Site and Planting Plan	06-Nov-89
L-3	Site and Planting Plan	06-Nov-89
L-6	Grading and Materials Plan	06-Nov-89
L-7	Grading and Materials Plan	06-Nov-89
L-20	Irrigation Plan	06-Nov-89

Landscape

L01	Site and Planting Plan B	23-Jan-90
L02	Site and Planting Plan C	23-Jan-90

EXHIBIT G
to Cooperation Agreement
(exhibit begins on next page)

DRAWING LIST

BOSTON REDEVELOPMENT AUTHORITY
APPROVED SUBMISSIONS

NOTE: Architectural and landscape design drawings are submitted in accordance with Design Development requirements. Engineering drawings are project report reviewed only as to design and approved as to which may not be Design Development requirements.

The authority reserves the right in the Cooperation Agreement to review and approve all exterior materials and landscaping.

25-Jan-25

BOSTON UNIVERSITY
895 COMMONWEALTH AVENUE
022 PROJECT NO. 8424,03

DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA

DRAWING LIST

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	------------

BOSTON REDEVELOPMENT AUTHORITY
APPROVED SUBMISSIONS

		06-Nov-24
--	--	-----------

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	------------

General

1	Title Sheet	
---	-------------	--

Site Information

A010	Extended Site Data Table	18-Oct-25
------	--------------------------	-----------

Landscape

L-1	Site and Planting Plan	05-Nov-25
L-2	Site and Planting Plan	11-Nov-25
L-3	Site and Planting Plan	06-Nov-25
L-4	Grading and Stormwater Plan	06-Nov-25
L-5	Grading and Stormwater Plan	06-Nov-25
L-6	Site Sections	06-Nov-25
L-7	Site Sections	06-Nov-25
L-8	Site Sections	06-Nov-25
L-9	Site Sections	06-Nov-25
L-10	Site Sections	06-Nov-25
L-11	Site Sections	06-Nov-25
L-12	Site Sections	06-Nov-25
L-13	Site Sections	06-Nov-25
L-14	Site Sections	06-Nov-25
L-15	Site Details	06-Nov-25
L-16	Site Details	06-Nov-25
L-17		
L-18		
L-19		

NOTE: Architectural and landscape design drawings are approved in accordance with Design Development requirements. Engineering drawings and project report reviewed only as to design and approved to the extent required by Design Development requirements.

Geotechnical

GT-1	The authority reserves the right in the Construction Document stage to review and approve all exterior materials and landscaping.	11-Nov-25
------	---	-----------

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

	Project Report	06-Nov-89
--	----------------	-----------

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

General

1	Title Sheet	
---	-------------	--

Site Information

A010	Existing Conditions/Topographic	18-Oct-89
------	---------------------------------	-----------

Landscape

L-1	Site and Planting Plan	06-Nov-89
L-1A	Site and Planting Plan	06-Nov-89
L-4	Site and Planting Plan	06-Nov-89
L-5	Grading and Materials Plan	06-Nov-89
L-8	Grading and Materials Plan	06-Nov-89
L-9	Site Sections	06-Nov-89
L-10	Site Sections	06-Nov-89
L-11	Site Sections	06-Nov-89
L-12	Site Sections	06-Nov-89
L-13	Site Sections	06-Nov-89
L-14	Site Sections	06-Nov-89
L-15	Site Details	06-Nov-89
L-16	Site Details	06-Nov-89
L-17	Site Details	06-Nov-89
L-18	Site Details	06-Nov-89
L-19	Irrigation Plan	06-Nov-89

Geotechnical

GT-1	Schematic Sections -	
	Temporary Lateral Earth Support System	17-Jan-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	------------

Landscape

L00	Site and Planting Plan A	23-Jan-90
L03	Site and Planting Plan D	23-Jan-90

1/16" Plans

A020	B-3 Floor Plan	06-Nov-89
A021	B-2 Floor Plan	06-Nov-89
A022	B-1 Floor Plan	06-Nov-89
A023	First Floor Plan	06-Nov-89
A024	Second Floor Plan	06-Nov-89
A025	Typical Floor Plan: 3rd - 6th Floors	06-Nov-89
A026	Seventh Floor Plan	06-Nov-89
A027	Eighth Floor Plan	06-Nov-89
A028	Ninth Floor Plan	06-Nov-89
A029	Typical Floor Plan: 10th - 14th Floors	06-Nov-89
A030	Fifteenth Floor Plan	06-Nov-89
A031	Typical Floor Plan: 16th - 18th Floors	06-Nov-89
A032	Penthouse Floor Plan	06-Nov-89
A033	Roof Plan	06-Nov-89

Floor Plans

A100	Basement Level B3A	06-Nov-89
A101	Basement Level B3B	06-Nov-89
A102	Basement Level B3C	06-Nov-89
A103	Basement Level B2A	06-Nov-89
A104	Basement Level B2B	06-Nov-89
A105	Basement Level B2C	06-Nov-89
A106	Basement Level B1A	06-Nov-89
A107	Basement Level B1B	06-Nov-89
A108	Basement Level B1C	06-Nov-89
A109	1st Floor Plan-A	06-Nov-89
A110	1st Floor Plan-B	06-Nov-89
A111	1st Floor Plan-C	06-Nov-89
A112	2nd Floor Plan-B	06-Nov-89
A113	Typical Floor Plan: 2nd-6th Floors - A	06-Nov-89
A114	Typical Floor Plan: 3rd-6th Floors - B	06-Nov-89
A115	7th Floor Plan-A	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
A116	7th Floor Plan-B	06-Nov-89
A117	Typical Floor Plan: 8th-9th Floors - A	06-Nov-89
A118	Typical Floor Plan: 8th-9th Floors - B	06-Nov-89
A119	Penthouse/Roof Plan-A	06-Nov-89
A120	Penthouse/Roof Plan-B	06-Nov-89
A121	Typical Floor Plan: 2nd-7th Floors - C	06-Nov-89
A122	8th Floor Plan-C	06-Nov-89
A123	9th Floor Plan-C	06-Nov-89
A124	Typical Floor Plan: 10th-14th Floors - C	06-Nov-89
A125	15th Floor Plan-C	06-Nov-89
A126	Typical Floor Plan: 16th-18th Floors - C	06-Nov-89
A127	Penthouse/Roof Plan-C	06-Nov-89

Reflected Ceiling Plans

A200	Basement Level 3A	06-Nov-89
A208	Not Used	
A209	1st First Plan-A	06-Nov-89
A210	1st Floor Plan-B	06-Nov-89
A211	1st Floor Plan-C	06-Nov-89
A212	2nd Floor Plan-B	06-Nov-89
A213	3rd Floor Plan A, R.C.P.	06-Nov-89
A214	3rd Floor Plan B, R.C.P.	06-Nov-89
A215	3rd Floor Plan C, 5.3	06-Nov-89

Building Sections: Scale: 1/16" = 1'-0"

A300	Sec. A-A	06-Nov-89
A301	Sec. B-B	06-Nov-89
A302	Sec. C-C	06-Nov-89
A303	Sec. D-D	06-Nov-89
A304	Sec. E-E	06-Nov-89
A305	Sec. F-F	06-Nov-89
A306	Sec. G-G	06-Nov-89
A307	Sec. H-H	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Building Elevations: Scale: 1/8" = 1'-0"

A310	South Elevation (Front)	06-Nov-89
A311	East Elevation	06-Nov-89
A312	Northeast & Partial North & East	06-Nov-89
A313	West & Southwest Elevations	06-Nov-89
A314	Partial West El. & East El.	06-Nov-89
A315	Partial West & North El.	06-Nov-89
A316	South & East El.	06-Nov-89
A317	North Elevation	06-Nov-89
A318	South Elevation & West Elevation	06-Nov-89
A319	West & Partial West Elevations	06-Nov-89

Exterior Wall Sections

A350	Exterior Wall Sections #1	06-Nov-89
A351	Exterior Wall Sections #2	06-Nov-89
A352	Exterior Wall Sections #3	06-Nov-89
A353	Exterior Wall Sections #4	06-Nov-89
A354	Exterior Wall Section & Ptl. Plan/Elevation	06-Nov-89
A355	Exterior Wall Section & Ptl. Plan/Elevation	06-Nov-89

Interior Elevations

A600	Interior Elevations First Floor	06-Nov-89
A601	Interior Elevations First and Second Floor	06-Nov-89
A602	Interior Elevations First Floor	06-Nov-89

Stair Sections: Scale: 1/4" = 1'-0"

A800	Stair #1	06-Nov-89
A801	Stair #2	06-Nov-89
A802	Stair #3	06-Nov-89
A803	Stair #3	06-Nov-89
A804	Stair #8	06-Nov-89

Window Schedule

A930	Window Types	06-Nov-89
A931	Storefront Types	06-Nov-89
A932	Storefront Types	06-Nov-89

BOSTON UNIVERSITY
899 COMMONWEALTH AVENUE
CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Schedule

A950	Partition Types	06-Nov-89
----	Brick/Window Jamb Studies B	08-Jan-90

Structural

S1	General Notes and Typical Details	06-Nov-89
S2	Typical Details	06-Nov-89
S3	Typical Details	06-Nov-89
S4	Basement Level Three A	06-Nov-89
S5	Basement Level Three B	06-Nov-89
S6	Basement Level Three C	06-Nov-89
S7	Basement Level Two A	06-Nov-89
S8	Basement Level Two B	06-Nov-89
S9	Basement Level Two C	06-Nov-89
S10	Basement Level One A	06-Nov-89
S11	Basement Level One B	06-Nov-89
S12	Basement Level One C	06-Nov-89
S13	First Floor Plan A	06-Nov-89
S14	First Floor Plan B	06-Nov-89
S15	First Floor Plan C	06-Nov-89
S16	Second Floor Plan A	06-Nov-89
S17	Second Floor Plan B	06-Nov-89
S18	Third-Seventh Floor Plan A	06-Nov-89
S19	Third-Seventh Floor Plan B	06-Nov-89
S20	Eighth Floor Plan A	06-Nov-89
S21	Eighth Floor Plan B	06-Nov-89
S22	Ninth Floor Plan A	06-Nov-89
S23	Ninth Floor Plan B	06-Nov-89
S24	Penthouse Level Plan A	06-Nov-89
S25	Penthouse Level Plan B	06-Nov-89
S26	Second Floor Plan C	06-Nov-89
S27	Third-Eighth Floor Plan C	06-Nov-89
S28	Ninth Floor Plan C	06-Nov-89
S29	Tenth Floor Plan C	06-Nov-89
S30	Eleventh to Fifteenth Floor Plan C	06-Nov-89
S31	Sixteenth Floor Plan C	06-Nov-89
S32	Seventeenth, Eighteenth, & Penthouse Level Plans C	06-Nov-89
S33	Column Schedule	06-Nov-89

BOSTON UNIVERSITY
 899 COMMONWEALTH AVENUE
 CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
 EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

HVAC

M0-01	HVAC Legend – Schedules	06-Nov-89
M0-01A	Schedules	06-Nov-89
M0-02	Mechanical Details	06-Nov-89
M1-01	Intake and Exhaust Risers	06-Nov-89
M1-02	Exhaust Risers	06-Nov-89
M1-03	Chilled Water Risers	06-Nov-89
M1-04	Heating Hot Water Risers	06-Nov-89
M1-05	Mechanical Flow Diagrams	06-Nov-89
M1-06	Mechanical Flow Diagrams	06-Nov-89
M2-01-1	Parking, Level 10-A	06-Nov-89
M2-01-2	Parking, Level 10-B	06-Nov-89
M2-01-3	Parking, Level 10-C	06-Nov-89
M2-02-1	Parking, Level 20 – A	06-Nov-89
M2-02-2	Parking, Level 20 – B	06-Nov-89
M2-02-3	Parking, Level 20 – C	06-Nov-89
M2-03-1	Parking and Retail Level 30-A	06-Nov-89
M2-03-2	Parking and Retail Level 30-B	06-Nov-89
M2-03-3	Parking and Retail Level 30-C	06-Nov-89
M2-04A	Retail at 899 – A	06-Nov-89
M2-04B	Retail and Common at 899 – B	06-Nov-89
M2-05A	2nd thru 6th Floor Plans at 899 – A	06-Nov-89
M2-05B	2nd Floor and Commons at 899 – B	06-Nov-89
M2-06B	3rd thru 6th Floor Plans at 899 – B	06-Nov-89
M2-07A	7th Floor Plan at 899 – A	06-Nov-89
M2-07B	7th Floor Plan at 899 – B	06-Nov-89
M2-08A	8th and 9th Floor Plans at 899 – A	06-Nov-89
M2-08B	8th and 9th Floor Plans at 899 – B	06-Nov-89
M2-09	Commons Level at 28 – C	06-Nov-89
M2-10	2nd thru 9th Floor Plans at 28 – C	06-Nov-89
M2-11	10th thru 15th Floor Plans at 28 – C	06-Nov-89
M2-12	16th thru 18th Floor Plans at 28 – C	06-Nov-89
M2-13	Roof Plan – C	06-Nov-89

BOSTON UNIVERSITY
 899 COMMONWEALTH AVENUE
 CBI PROJECT NO. 8824.03

**DRAWING LIST: DESIGN DEVELOPMENT
 EASTERLY DEVELOPMENT AREA**

DWG #	DRAWING TITLE	ISSUE DATE
-------	---------------	---------------

Electrical

E0-1	Symbol List	
E1-1	Power Riser Diagram	
E2-1A	Parking Level 10-A	
E2-1B	Parking Level 10-B	
E2-1C	Parking Level 10-C	
E2-2A	Parking, Level 20 at Part A	
E2-3A	Parking and Retail Level 30 A	
E2-3B	Parking and Retail Level 30 B	
E2-6A	3rd thru 6th Floor Plans at 899 - A	
E2-6B	3rd thru 6th Floor Plans at 899 - B	
E2-7A	7th Floor Plan at 899 - A	
E7-7A	7th Floor Plan at 899 - B	
E2-8A	8th and 9th Floor Plans at 899 - A	
E2-8B	8th and 9th Floor Plans at 899 - B	
E2-11	3rd thru 7th Floor Plans at 28 - C	
E2-12	8th Floor Plan at 28 - C	
E2-13	9th Floor Plan at 28 - C	
E2-14	10th thru 14th Floor Plans at 28 - C	
E2-15	15th Floor Plan at 28 - C	
E2-16	16th thru 19th Floor Plans at 28 - C	
E2-17	Penthouse Plan at 28 - C	

EXHIBIT H
to Cooperation Agreement
(exhibit begins on next page)

DEVELOP- MENT REVIEW PROCEDURES

EXHIBIT ____

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Richard L. Farrell, Chairman

Joseph J. Walsh, Vice-Chairman

James A. Flaherty, Treasurer

Clarence J. Jones, Vice-Treasurer

Michael P. Donlan, Member

Kate Simonian, Secretary

Stephen Coyle, Director

1965, Revised 1986

TABLE OF CONTENTS

	<u>PAGE</u>
Introduction	1
Development Review Procedures	2
MRB Review Authority	3
Submission Requirements	4
Fees	22
Appendices	23
Appendix 1: Sample DR Form	
Appendix 2: DEVELOPMENT REVIEW PROCEDURES	
Appendix 3: Boston MRB Policy	
Appendix 4: MRB Review Authority	

CITY OF BOSTON

Raymond L. Flynn, Mayor

BOSTON REDEVELOPMENT AUTHORITY

Robert L. Farrell, Chairman
Joseph J. Walsh, Vice-Chairman
James K. Flaherty, Treasurer
Clarence J. Jones, Vice-Treasurer
Michael F. Donlan, Member
Kane Simonian, Secretary
Stephen Coyle, Director

1985, Revised 1986

TABLE OF CONTENTS

	<u>Page</u>
Introduction	1
Development Review Procedures	2
BRA Review Authority	5
Submission Requirements	9
Fees	22
Appendices	23
Appendix 1: Sample Pro Forms	
Appendix 2: Fair Housing Requirements	
Appendix 3: Boston Jobs Policy	
Appendix 4: MEPA Review Authority	

INTRODUCTION

As the city's planning and development agency, the Boston Redevelopment Authority (BRA) functions as a coordinator for development projects and has direct responsibility for reviewing development proposals. The BRA's review authority covers a wide range of projects. Projects may require zoning review initiated by a request for a building or occupancy permit from the Inspectional Services Department (ISD), review of financing mechanisms such as Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs), and review of proposals for publicly owned land.

The BRA reviews proposals for their overall viability and expected benefits to the city. Review criteria may vary depending on location, type, and size of the project. Design criteria include specifications for building height, massing, materials, and other guidelines to preserve Boston's history and character. Environmental concerns which are assessed include a project's impacts on sunlight, daylight, wind, groundwater, and air and water quality, both during construction and upon completion. Effects on surrounding neighborhoods, displacement, and community participation are also considered in the review process. Transportation review is concerned with the impacts of additional traffic, parking and loading, and examines proposed changes to rights-of-way or physical changes, encroachments on public space, curb cuts, and requirements of the Boston Air Pollution Control Commission, if applicable. Review criteria are included in the Zoning Code and planning documents.

This booklet outlines the BRA's review process, describes the sources which initiate the BRA's various review functions, outlines the stages of its review, and provides a comprehensive list of submission requirements and development review fees. Projects vary in size and complexity; therefore not all requirements are appropriate to all projects. For example, requests for zoning actions to construct a three-unit dwelling require a review quite different than that for a multi-story commercial project. The extent of the review is defined at an initial meeting between the developer and BRA staff.

Before construction on any project commences, a building permit must be obtained from ISD which is responsible for enforcing the Zoning Code, the Massachusetts State Building Code, and other laws and ordinances relating to building construction and occupancy.

The Massachusetts Environmental Policy Act (MEPA) requires a state review of certain projects to evaluate their environmental impacts. Because MEPA applies to a number of projects which undergo BRA reviews, MEPA's authority and procedures are outlined in Appendix 4.

Step Two: SCHEMATIC REVIEW

This review is intended to secure agreement on and approval of the basic development concept prior to extensive design development. At this stage, the developer submits schematic project materials requested by the BRA. BRA staff reviews the proposal and recommends approval or denial. The schematic design is subject to environmental review to determine

applicable only to housing available to the general public at market rates.

BRA DEVELOPMENT REVIEW PROCEDURES

To evaluate the quality and appropriateness of a proposal based on objectives stated in plans, guidelines, and regulations governing development in Boston, the Boston Redevelopment Authority conducts a four-stage review process. This review is conducted by BRA staff from its design, development, planning, transportation, environmental, zoning, and engineering departments. The staff is assisted on a project by project basis by citizen advisory groups, the Boston Civic Design Commission, professional associations, and other constituencies. The time-frame for development review and the sequence of phasing may vary depending on the complexity of the project.

Concurrent with the design review of a project and prior to project approval, developers may be required to formulate (1) an access plan which outlines how adverse traffic impacts will be mitigated; (2) an affirmative housing plan*, and (3) an employment plan. The submission materials and circumstances under which such plans are required are outlined in the following section entitled "Submission Requirements".

Step One: DEVELOPMENT CONCEPT

Projects are either privately or publicly initiated and the first step in development review varies accordingly. For a privately initiated project, the developer contacts the BRA with a letter of interest which briefly describes the project. The BRA meets with the developer to discuss the development concept, government regulations and procedures, and submission requirements appropriate to the project from the comprehensive list included in this document.

Publicly initiated projects include the disposition or leasing of city- or BRA-owned property which, because of size and location, require development review by the BRA. At the request of the city for city-owned property or at its own behest for BRA-owned property, the BRA may prepare a developer's kit for a specific site, outlining the development concept and guidelines. A request for proposals to develop the site is usually publicly advertised. The applicants are interviewed and the proposals are reviewed by the BRA. For projects proposed in a neighborhood setting, community representatives are notified. Based on the evaluation, the BRA grants tentative designation to a developer for BRA-owned property, or for city-owned property recommends a developer to the Real Property Board or Public Facilities Commission. From this point on, publicly and privately initiated projects follow similar review procedures. In some cases for BRA-owned property, tentative designations will not be made until after schematic review.

Step Two: SCHEMATIC REVIEW

This review is intended to secure agreement on and approval of the basic development concept prior to extensive design development. At this stage, the developer submits schematic project materials requested by the BRA. BRA staff reviews the proposal and recommends revisions. The schematic design is subject to environmental review to determine

*Applicable only to housing available to the general public at market rates.

microclimate and other impacts, and, if necessary, the project is changed to mitigate adverse impacts. During the schematic stage, various environmental impacts will be assessed, especially traffic, wind, sunlight and daylight. For large-scale projects, a draft environmental impact assessment report may be required. Simultaneously, the Boston Civic Design Commission (BCDC) reviews schematic designs to make recommendations to the Mayor and the BRA as to the Commission's approval, need for modification or further review, or disapproval of the plans. If two-thirds of the Commission votes to disapprove of the schematic design, a redesign is required. Acceptance by BRA staff and BCDC of the schematic design initiates the next stage of review.

Step Three: DESIGN DEVELOPMENT

The third phase of review is intended to secure agreement on and approval of the final design prior to extensive and detailed work on the working drawings. At this stage, financing mechanisms are refined. Applications for government subsidy programs are prepared for publicly supported projects. ISD staff shall join in the review process at this stage.

The developer submits design development materials as requested by the BRA and ISD. The materials are reviewed by BRA and ISD staff and, if necessary, modifications are requested. A final environmental review is conducted and a final environmental impact assessment report may be required.

At this stage, the BRA Board acts on development proposals to recommend appropriate zoning actions to the Zoning Commission and Board of Appeal, and to designate or recommend developers for public property. The public is invited to comment on projects. Based on BRA and ISD staff analyses and public comments, the Board recommends appropriate actions to other government entities and/or grants final designation of developers for BRA property. The timing of BRA Board actions with respect to the final designation of developers may vary. If final designation precedes any aspect of review, the developer is nonetheless bound to complete all requirements prior to the BRA's approval of contract documents.

The Zoning Commission and Board of Appeal consider the BRA's recommendations in their decisions. The Board of Appeal may condition its approval of a requested zoning action on final design review by the BRA. (Zoning Procedures, a booklet which complements this one, outlines the stages of zoning review.)

Step Four: CONTRACT DOCUMENTS

Prior to the issuance of a building permit by the Inspectional Services Department, the BRA and ISD review final working drawings and the selection of all building materials visible to the public. This review is intended to secure final agreement on and approval of the contract documents and the complete proposal.

During preparation of the contract documents, it is the developer's responsibility to notify the Authority and secure its approval of all changes from the approved design development drawings that are contemplated for site improvements, exterior facades, roofscape and interior public spaces. Progress drawings representing 50% completion of the contract documents may be required for review by the Authority*.

Once contract documents have been approved and construction has begun, the only items subject to additional review will be requests for change orders in the construction. The developer must request permission to make changes from approved drawings, which may not be undertaken until such approval has been obtained from the BRA and ISD. Site visits may be conducted to ensure construction of the project is in accordance with the contract documents. After review of the project by BRA staff, a certificate of completion will be approved by the Board, certifying that the project has been completed according to the terms of the Authority's tentative and final designations. A Certificate of Occupancy must be obtained from ISD prior to occupancy of the building*.

Zoning Variances and Conditional Use Permit

To obtain a variance an applicant must demonstrate that special circumstances exist which make a property different from others in the district. The Zoning Code specifies which uses are conditional, as opposed to those which are specifically allowed or forbidden in a district. The applicant obtains a conditional use permit by demonstrating that the proposed use is suitable for the location and will not have a detrimental effect on the surrounding area.

Special Zoning Designations

The Zoning Code defines several categories of special purpose districts, which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Historic Planning Overlay Districts (HPODs). In these districts, the regulations specified for the base district apply, except when they are in conflict with the special regulations for a particular overlay district which then requires a special zoning designation. Special zoning designations require a zoning amendment in addition to other procedures and can be sought for PDAs and URAs.

1. Planned Development Areas

PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a development plan, the Zoning Commission must adopt a map amendment, and the Board of Appeals must grant such action to the Zoning Code.

2. Urban Renewal Subdistricts

An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available only after the BRA is assured the proposer's zoning map amendment conforms with the area's urban renewal plan and with the specific requirements for development of the particular subdistrict.

* Provisions of paragraph altered by Cooperation Agreement of which these Development Review Procedures are an exhibit.

BRA REVIEW AUTHORITY

A project may require BRA review for three reasons: a request for a building or occupancy permit that requires zoning relief, the use of financing mechanisms, or the leasing or disposition of public property. One or more of these reasons may be applicable to an individual project and will initiate review by the Authority.

1. ZONING REVIEW

Zoning review is initiated by a request for a building or occupancy permit. If the application complies with the Building and Zoning Codes and with other city requirements, a permit is issued by ISD. If a project plan does not comply with the Zoning Code, permission to deviate from the Code may be sought by an exception, variance, conditional use permit from the Board of Appeal after a formal letter of refusal is obtained from ISD. Following BRA staff review and Board recommendation, the Board of Appeal holds a public hearing and the zoning variance or conditional use permit may be approved.

Zoning Variances and Conditional Use Permits

To obtain a variance an applicant must demonstrate that special circumstances exist which make a property different from others in the district. The Zoning Code specifies which uses are conditional, as opposed to those which are specifically allowed or forbidden in a district. The applicant obtains a conditional use permit by demonstrating that the proposed use is suitable for its location and will not have a detrimental effect on the surrounding areas.

Special Zoning Designations

The Zoning Code defines several categories of special purpose overlay districts which include Planned Development Areas (PDAs) and Urban Renewal Areas (URAs) and Interim Planning Overlay Districts (IPODs). In these districts, the regulations specified for the base district apply, except when they are in conflict with the special regulations for a particular overlay district which then requires a special zoning designation. Special zoning designations require a zoning amendment in addition to other procedures and can be sought for PDAs and URAs.

o Planned Development Areas

PDA designation may be obtained for a project on a site of at least one acre. To effectuate a PDA designation, the BRA must approve a development plan, the Zoning Commission must adopt a map amendment, and the Board of Appeal must grant exceptions to the Zoning Code.

o Urban Renewal Subdistricts

An urban renewal subdistrict designation is only allowed within an already approved urban renewal project area. It is available only after the BRA is assured the proposal's zoning map amendment conforms with the area's urban renewal plan and with the specific requirements for development of the particular subdistrict.

o Interim Planning Overlay Districts

An Interim Planning Overlay District is a zoning mechanism used to control development while changes to the Zoning Code are being reviewed and debated. IPODs will prohibit the construction of new buildings inconsistent with the proposed Zoning Code changes.

The interim overlay zoning stays in place for only a limited time. If, during the interim period, the original zoning is changed, then the new zoning will control development at the end of the interim period. If no change occurs, the zoning reverts to the previously existing zoning.

Development Impact Projects

A request for a variance, conditional use permit, exception, and zoning map or text amendment triggers the need for Development Impact Project approval if the project is 100,000 square feet or more of commercial space. Developers of such projects are required to make a development impact payment to the Neighborhood Housing Trust or to contribute to the creation of low and moderate-income housing in the city.

Development Impact Project (DIP) Plans must be submitted to the BRA for staff review, and subsequently presented to the BRA Board at a public hearing. If the Board approves the plans, the developer enters into a Development Impact Project Exaction Agreement with the BRA. Under the requirements of the city's Zoning Code, the Board of Appeal and the Zoning Commission can not approve a project until the Authority certifies that a DIP Agreement has been executed.

2. REVIEW OF FINANCING MECHANISMS

The BRA has review authority for three types of financing mechanisms to be used to allow developments which provide public benefits to the city. These financing mechanisms include Chapter 121A, Commercial Area Revitalization Districts (CARDs), and Urban Development Action Grants (UDAGs).

Chapter 121A

Under M.G.L., Chapter 121A and Chapter 652 of the Acts of 1960, the BRA, with the approval of the Mayor, has the power to approve applications for the formation of non-profit, limited dividend or cooperative entities for the purpose of redevelopment in a blighted, open, decadent or substandard area. Chapter 121A essentially offers a tax incentive to build in a blighted area.

Chapter 121A provides for 15 years exemption from taxation on real and personal property. The corporation instead pays a Section 10 excise tax of 5 percent of gross income and \$10 per \$1000 of fair cash valuation to the Commonwealth of Massachusetts. Section 6A payments agreed upon by the corporation and the city are paid directly to the city. Following a BRA staff review, public hearing, and BRA Board approval, the application goes to the Mayor for approval.

Commercial Area Revitalization District

The BRA is responsible for administering the state-assisted grant program, Commercial Area Revitalization District (CARD). Through the CARD program, economic development incentives are made available to commercial and industrial enterprises for development projects and the leasing of new facilities.

To be eligible, a development project or leasing program must be located in a CARD. A CARD may be located in either neighborhoods or the downtown core. The incentives for commercial enterprises to locate in a CARD include below market interest rate Industrial Revenue Bonds, mortgage insurance on a portion of the total project financing, and a net income deduction and tax credit to be applied to state corporate excise taxes which are owed by a commercial enterprise certified as an eligible business facility by the State Job Incentive Bureau.

As the city planning agency, the BRA conducts a financial analysis to determine if the project requires an Industrial Revenue Bond to be economically feasible and if it fits into the CARD plan. Following staff review and approval, a letter of approval is sent to the Boston Industrial Development Finance Agency which issues and approves the Industrial Revenue Bond.

Urban Development Action Grants

An Urban Development Action Grants (UDAG) is a financing mechanism which assist developments requiring public assistance by supplementing the private investment. UDAGs are primarily used for leveraging private investment and job creation. To be eligible for a UDAG, the project must have definitive financial commitment by a private investor and must include housing and community development or economic activity. City of Boston policy stipulates that UDAG funds are made as loans rather than grants. The loan repayments are used for neighborhood economic development projects throughout the city.

The BRA plays a strong role in UDAGs in design and environmental review and the preparation of the UDAG proposal. The City Council gives final approval, prior to the Department of Housing and Urban Development submission.

3. REVIEW FOR THE LEASING AND DISPOSITION OF PUBLIC PROPERTY

The selling or leasing of public property may initiate development review by the BRA. For certain BRA and city-owned parcels, the BRA prepares developer kits which outline design and development guidelines. To formulate guidelines for some parcels, the BRA seeks the assistance of community groups and the Boston Society of Architects. The BRA then makes a request for proposals and reviews the submissions received. A tentative designation is recommended for the most appropriate proposal. The proposal is then subject to the extensive review process described on pages 2-4, similar to that of privately-initiated projects. At its completion, the developer is granted final designation.

SUBMISSION REQUIREMENTS

Following is a comprehensive list of BRA submission requirements. Developers of large projects, typically those greater than 100,000 square feet in size, would be required to provide much of this information. Smaller proposals would provide only the information appropriate to their context and complexity, as defined by the BRA. Financing mechanisms, such as Chapter 121A, CARD, and UDAG programs, have additional requirements which are defined in other booklets. ISD requirements may be obtained from that department.

In addition to full-size scale drawings, 5 copies of a bound booklet containing all submission materials reduced to size 8½ x 11, except where otherwise specified, are required. For projects to be reviewed by the Boston Civic Design Commission, 10 booklets containing the applicant information and the design submission materials are required.

I. Applicant Information

A. Development Team

1. Names

- a. Developer (including description of development or Chapter 121A entity)
- b. Attorney
- c. Project consultants

2. Business address and telephone number for each

3. Designated contact for each

4. Description of current or formerly-owned developments in Boston

B. Legal Information

1. Legal judgements or actions pending concerning the proposed project

2. History of tax arrears on property owned in Boston by development team

3. Property Title Report including current ownership and purchase options of all parcels in the development site

II. Financial Information

(See Appendix 1 for sample forms.)

A. Full disclosure of names and addresses of all financially involved participants and bank references

B. Nature of agreements for securing parcels not owned by prospective developer

- C. Development Pro Forma
- D. Operating Pro Forma
- E. Sales Pro Forma
- F. Additional financial information pertinent to Chapter 121A, CARD, and UDAG applications

III. Project Area

- A. Description of metes and bounds of project area
- B. For Chapter 121A, CARD, UDAG, statements of fact establishing the need and rationale for such a designation (as required in their procedures)

IV. Relocation Information

- A. Statement by applicant concerning applicability to project of any Federal or State Relocation Regulations, and Citation of Regulations believed applicable
- B. If Chapter 121A, 121B or Chapter 79A is applicable then a statement is required that relocation information and relocation plan will be submitted under separate cover in accordance with Chapter 121A, 121B or Chapter 79A requirements.
- C. For projects not covered by federal or state programs containing relocation regulations, the following information:
 - 1. Number of units in building(s) to be demolished or vacated
 - 2. Number of occupied units, by type, per building
 - 3. Tenure of occupants (owner/tenant/sub-tenant)
 - 4. Name and address of each occupant (owner or prime tenant)
 - 5. Information on size and monthly costs:
 - a. Residential unit - number of rooms, bedrooms, and monthly rent, indicating included utilities
 - b. Non-residential - gross square feet of area, number of floors, including ground floors and monthly rent, indicating included utilities
 - 6. Length of occupancy of current occupant in unit (and building if greater)
 - 7. Estimate of the total number of small businesses
 - 8. Number, if any, of minority households or businesses displaced

9. Net increase or decrease in number of units:
 - a. Total number of housing units proposed
 - b. Reduction in rent controlled units

V. Project Design

A. Phase I Submission: Project Schematics*

1. Written description of program elements and space allocation for each element
2. Neighborhood plan and sections at an appropriate scale (1" = 50' or larger) showing relationships of the proposed project to the neighborhood's:
 - a. massing
 - b. building height
 - c. scaling elements
 - d. open space
 - e. major topographic features
 - f. pedestrian and vehicular circulation
 - g. land use
3. Black and white 8"x10" photographs of the site and neighborhood
4. Sketches and diagrams to clarify design issues and massing options
5. Eye-level perspective (reproducible line drawings) showing the proposal in the context of the surrounding area
6. Aerial views of the project
7. Site sections at 1" = 20' or larger showing relationships to adjacent buildings and spaces
8. Site plan at an appropriate scale (1" = 20' or larger) showing:
 - a. General relationships of proposed and existing adjacent buildings and open space
 - b. Open spaces defined by buildings on adjacent parcels and across streets

* Project Schematics for Development approved January 25, 1990. No further Project Schematic submissions required.

- c. General location of pedestrian ways, driveways, parking, service areas, streets, and major landscape features
 - d. Pedestrian, handicapped, vehicular and service access and flow through the parcel and to adjacent areas
 - e. Survey information, such as existing elevations, bench-marks, and utilities
 - f. Phasing possibilities
 - g. Construction limits
- 9. Massing model at 1" = 100' for use in the Authority's downtown base model.
 - 10. Drawings at an appropriate scale (e.g., 1" = 8') describing architectural massing, facade design and proposed materials including:
 - a. Building and site improvement plans
 - b. Elevations in the context of the surrounding area
 - c. Sections showing organization of functions and spaces
 - 11. Preliminary building plans showing ground floor and typical upper floor(s)
 - 12. Proposed schedule for submission of design development materials

B. Phase II Submission: Design Development *

- 1. Revised written description of project
- 2. Revised site sections
- 3. Revised site plan showing:
 - a. Relationship of the proposed building and open space to existing adjacent buildings, open spaces, streets, and buildings and open spaces across streets
 - b. Proposed site improvements and amenities including paving, landscaping, lighting and street furniture
 - c. Building and site dimensions, including setbacks and other dimensions subject to zoning requirements
 - d. Any site improvements or areas proposed to be developed by some other party (including identification of responsible party)

* Design Development approved for Easterly Development Area January 25, 1990. No further Design Development submissions required for Easterly Development Area.

- e. Proposed site grading, including typical existing and proposed grades at parcel lines
- 4. Dimensioned drawings at an appropriate scale (e.g., 1" = 8') developed from approved schematic design drawings which reflect the impact of proposed structural and mechanical systems on the appearance of exterior facades, interior public spaces, and roofscape including:
 - a. Building plans
 - b. Preliminary structural drawings
 - c. Preliminary mechanical drawings
 - d. Sections
 - e. Elevations showing the project in the context of the surrounding area as required by the Authority to illustrate relationships or character, scale and materials
- 5. Large-scale (e.g., 3/4" = 1'-0") typical exterior wall sections, elevations and details sufficient to describe specific architectural components and methods of their assembly
- 6. Outline specifications of all materials for site improvements, exterior facades, roofscape, and interior public spaces
- 7. A study model at an appropriate scale (e.g., 1" = 16', or as determined after review of schematic design) showing refinements of facade design.
- 8. Eye-level perspective drawings showing the project in the context of the surrounding area
- 9. Samples of all proposed exterior materials
- 10. Complete photo documentation (35 mm color slides) of above components including major changes from initial submission to project approval

C. Phase III Submission: Contract Documents

- 1. Final written description of project
- 2. A site plan showing all site development and landscape details for lighting, paving, planting, street furniture, utilities, grading, drainage, access, service, and parking
- 3. Complete architectural and engineering drawings and specifications
- 4. Full-size assemblies (at the project site) of exterior materials and details of construction

5. Eye-level perspective drawings or presentation model that accurately represents the project, and a rendered site plan showing all adjacent existing and proposed structures, streets and site improvements
6. Site and building plan at 1" = 100' for Authority's use in updating its 1" = 100' photogrammetric map sheets

D. Phase IV Submission: Construction Inspection

1. All contract addenda, proposed change orders, and other modifications and revisions of approved contract documents which affect site improvements, exterior facades, roofscape, and interior public spaces shall be submitted to the Authority prior to taking effect.*
2. Shop drawings of architectural components which differ from or were not fully described in contract documents*

VI. BRA Environmental Impact Assessment**

Whether or not a project comes within the purview of the Massachusetts Environmental Policy Act review requirements, the BRA may request all or several of the environmental analyses listed below. The extent of analyses required depends on the size, location, and complexity of the project.

A. Transportation Impacts/Access Plan

1. Parking
 - a. Number of spaces provided indicating public and private allocation
 - b. Reduction in parking from previous use of site
 - c. Proposal's impact on demand for parking
 - d. Parking plan, including layout, access, and size of spaces
 - e. Evidence of compliance with City of Boston parking freeze requirements
2. Loading
 - a. Number of docks
 - b. Location and dimension of docks
3. Access
 - a. Size and maneuvering space on-site or in public right-of-way

* Provisions of paragraph altered by Cooperation Agreement of which these Development Review Procedures are an exhibit.

** Draft EIR submitted December, 1989. No further submissions required with regard to development described in Easterly Development Plan and Westerly Development Plan.

- b. Access, curb cuts, and/or sidewalk changes required
- 4. Vehicular Traffic
 - a. Project vehicular traffic demand and generation (daily and peak-hours) and distribution
 - b. Circulation and access impacts on the local and regional street system and local intersections (traffic impact area), including capacity and level-of-service analyses
 - c. Modal split and vehicle occupancy analysis
- 5. Public Transportation
 - a. Location and availability of public transportation facilities
 - b. Usage and capacity of existing system
 - c. Peak-hour demand and capacity analysis
 - d. Measures to encourage use of public transportation
- 6. Pedestrian Circulation
 - a. Demand and capacity analysis on project area sidewalks
 - b. Connections to public transportation station stops
 - c. Effect on pedestrian flows of project parking and servicing entrances and exits
- 7. Access Plan
 - a. Measures to manage parking demand and optimize use of available parking spaces, including:
 - o Proposed rate structures(s)
 - o Ride-sharing incentives and information dissemination
 - o Set-asides for high-occupancy-vehicles: number and location
 - o Set-asides for after morning commuter peak (usually 9:30 or 10:00 a.m.)
 - b. Measures to encourage public transportation use, including:
 - o Mass transit information dissemination
 - o MBTA pass sales and subsidies
 - o Direct station links or pedestrian connections

- c. Measures to reduce peaking, including:
 - o Encouragement of flexible work hours
 - o Restrictions on service and good deliveries
- d. Measures to mitigate construction impacts, including:
 - o Time and routes of truck movements
 - o Storage of materials and equipment
 - o Worker parking and commuting plan
- e. Monitoring and reporting measures

B. Wind

Information on pedestrian level winds is required during the schematic design stage for build and no-build conditions. Wind tunnel testing will be required for:

- a. Any building higher than 150 feet
- b. Any building 100 feet high and two times higher than the adjacent buildings
- c. Other buildings which fall below these thresholds, but because of their context and particular circumstances would require wind tunnel testing

Particular attention shall be given to public and other areas of pedestrian use (sidewalks, plazas, building entrances, etc.) adjacent to and in the vicinity of the project site.

1. Wind tunnel testing is to be conducted in two stages - Stage I Qualitative Study and Stage II Hot Wire Testing. For Stage I, an erosion study (or equivalent methodology) must be conducted to determine potential problem areas and to identify appropriate placement of sensors for hot wire testing.
2. Wind tunnel testing should be conducted according to the following criteria:
 - a. Results of wind tunnel testing should be consistently presented in miles per hour (mph).
 - b. Velocities should be measured at a scale equivalent to 6 feet above ground level.
 - c. The instrument should have a frequency response that is flat to 100 hertz and filters out any higher frequency (hot wire testing).
 - d. The expected one percent occurrence of hourly average, effective gust, and peak gust velocities should be reported (hot wire testing).

- e. Erosion study data shall be presented in tabular form and graphically through photographs showing changes between build and no-build conditions.
 - 1. Wind directions from the sixteen compass points shall be used noting the percent or probability of occurrence of each direction on a seasonal and annual basis.
 - 2. Wind velocities for each direction shall include the intervals: 0-15 mph and every 5 mph interval from 15 to 40 mph inclusive.
 - 3. For each ground station tested, data shall include, in addition to the annualized 1% occurrence of wind speeds, the 1% wind velocities for each of the four seasons of the year and the percentile contribution of the 1% wind velocity from each of the 16 wind directions.
- f. Hot wire data shall be presented both in tabular form and graphically on a map to indicate velocity changes between build and no-build conditions.
 - 1. The effective gust velocity can be computed by the formula: average hourly velocity plus $1.5 \times \text{root mean square (rms) variations about the average}$.
 - 2. Analysis should be presented as follows:
 - a. Present data for existing (no-build) and future build scenarios as follows:
 - Mean velocity (exceeded 1% of time)
 - Effective gust velocity (exceeded 1% of time)
 - b. Compare mean and effective gust wind speeds on both annual and seasonal basis, by wind direction.
 - c. Provide a written descriptive analysis of wind environment and impacts for each sensor point including such items as source of winds, direction, seasonal variations, etc., as applicable. Include analysis of suitability of location for various activities (e.g., walking, sitting, eating, etc.) as appropriate.
 - d. Provide maps of sensor locations with wind speed data, graphically indicating changes in wind speeds.

3. For areas where wind speeds are projected to exceed acceptable levels, measures to reduce wind speeds and mitigate potential adverse impact shall be identified.

C. Shadow (Information should be provided during the schematic design stage.)

1. Shadow analysis plans should be submitted at a scale of 1' = 40' and 1" = 100'.
2. Shadow impact analysis must include net new shadows as well as existing shadows.
3. Initial shadow analyses must include shadow impacts for build and no-build conditions for the hours 9:00 a.m., 12:00 noon, and 3:00 p.m. conducted for four periods of the year at the vernal equinox, autumnal equinox, winter solstice, and summer solstice.
4. Shadow analyses also are to be conducted at 10:00 a.m., 11:00 a.m., 12:00 noon, 1:00 p.m., and 2:00 p.m. on October 21 and November 21, and must show the incremental effects of the proposed massing on proposed or existing public spaces including major pedestrian areas.
5. Additional shadow analyses may be required depending on the particular physical characteristics of the site including its solar orientation relative to public open spaces, pedestrian patterns and street patterns, and existing shadows in the area.

D. Daylight (Information should be provided during the schematic design stage.)

1. Daylight analysis for build and no-build should be conducted by measuring the percentage of skydome that is obstructed by a building.
 - a. Specific technique and graphic methodologies required for determining percent of obstructed skydome will be provided by the BRA.

E. Excavation and Landfill

1. Written description including amount and method of excavation dredging and filling proposed, and the existence of blasting and pile driving
2. Analysis of sub-soil conditions, potential for ground movement and settlement during excavation, and impact on adjacent buildings and utility lines

F. Groundwater

1. List of measures used to ensure the groundwater levels will not be lowered during or after construction, if applicable
2. Engineering analysis of the impact of development on groundwater, surrounding structures, wooden piles and foundations

G. Solid and Hazardous Wastes/Materials

1. A list of any known or potential contaminants on site together with evidence of the recording with the Registry of Deeds of the disposal of hazardous wastes on the site, pursuant to the M.G.L., Chapter 21C, if applicable
2. Possible hazardous wastes generated
3. Existence of buried gas tanks on site
4. Estimate of potential trash generation and plans for disposal

H. Noise

1. Where appropriate, noise analyses to determine compliance with City of Boston regulations and applicable state and federal guidelines
2. For residential projects, evaluation of ambient noise levels to determine conformance with the Design Noise Levels established by the U.S. Department of Housing and Urban Development.

I. Flood Hazard Zone/Wetlands

1. Where appropriate, determination of whether or not proposal falls within a Federal Flood Hazard Zone or requires a Wetlands Permit
2. If applicable, description of measures to minimize potential flood damage and to comply with city and federal flood hazard regulations and any Order of Conditions issued by the Boston Conservation Commission

J. Construction Impacts

1. Description of construction staging areas
2. Availability of construction worker parking
3. Potential dust generation and mitigation measures to control dust emissions
4. Permits from Air Pollution Control Commission for sand blasting, if appropriate

5. Potential noise impact and measures to minimize noise levels
6. Truck traffic and access routes
7. Pedestrian safety

K. Historical Landmarks

1. Description of the project site location in proximity to a National or Massachusetts Register site or district or Landmark designated by the Boston Landmarks Commission
2. Identification of Boston Landmarks Commission ratings for existing buildings.
3. Possible effects to the National or Massachusetts Register site or district or a Landmark designated by the Boston Landmarks Commission

L. Air Quality

1. Impact on local air quality from additional traffic generated by the project, including identification of any location projected to exceed national or Massachusetts air quality standards
2. Estimation of emissions from any parking garage constructed as part of the project
3. Description and location of building/garage air intake and exhaust systems and evaluation of impact on pedestrians
4. For residential projects, evaluation of the ambient air quality to determine conformance with the National Ambient Air Quality Standards established by the U.S. Environmental Protection Agency.

M. Utility Systems

1. Estimated water consumption and sewage generation from the project
2. Description of the capacity and adequacy of water and sewer systems and an evaluation of the impacts of the project on these systems
3. Identification of measures to conserve resources, including any provisions for recycling

N. Energy

1. Description of energy requirements of the project and evaluation of project impacts on resources and supply

2. Description of measures to conserve energy usage and consideration of feasibility of including solar energy provisions

O. Water Quality

1. Description of impacts of the project on the water quality of Boston Harbor or other water bodies that could be affected by the project, if applicable
2. Description of mitigation measures to reduce or eliminate impacts on water quality

P. Solar Glare

1. Analysis of solar glare impact and solar heat gain analysis, if applicable

VII. Affirmative Housing Plan*

Applicants for city-owned land; city, state, or federal funds administered by a city agency; or zoning relief to construct housing may be required to submit an Affirmative Housing Plan and to adhere to fair housing requirements outlined in Appendix 2. The plan should include the following:

- A. Description of affirmative marketing techniques
- B. Description of owner/tenant selection process
- C. Proposed owner/tenant profile indicating number of units dedicated to community residents, minorities, female-headed households, and low-moderate income people

VIII. Employment Plan

Boston Jobs Policy (Appendix 3) requires that publicly-assisted and large-scale private commercial projects hire Boston residents, minorities, and women for construction jobs for 50, 25, and 10 percent respectively of the person-hours worked. In addition, developers may be requested to submit ~~permanent employment~~ plans intended to meet a goal that the profile of permanent employees** in the building include Boston residents (50 percent), minorities (30 percent), and women (50 percent). Submission materials may include the following:

- A. Estimated number of construction jobs
- B. Estimated number of permanent jobs
- C. Plan for meeting Boston Resident Construction Jobs Standards
- D. Plan for meeting Boston Resident Permanent Jobs Standards***
- E. Plan for meeting Minority Business Employment Goals of city contracts or state and federal regulations and policies***

* Applicable only to housing available to the general public at market rates.

** of commercial tenants

*** with respect to commercial tenants

IX. Public Benefits

- A. Development Impact Project exaction, specifying amount and method of linkage contribution (housing payment or housing creation) *
- B. Increase in tax revenues, specifying existing and estimated future annual property taxes **
- C. Childcare plan ***
- D. Other public benefits

X. Regulatory Controls and Permits

- A. Existing zoning requirements, calculations, and any anticipated zoning requests
- B. Anticipated permits required from other local, state, and federal entities with a proposed application schedule
- C. For structures in National or Massachusetts Register Districts or sites individually listed on the National or Massachusetts Register of Historic Places, duplicates of parts I and II of the certification documents and applicable correspondence and permits
- D. For projects requiring compliance with the Massachusetts Environmental Policy Act (MEPA), copies of the Environmental Notification Form, Certificate of the Secretary of Environmental Affairs, and Environmental Impact Report, if required
- F. Other applicable environmental documentation

XI. Community Groups

- A. Names and addresses of project area owners, displacees, abutters, and also any community groups which, in the opinion of the applicant, may be substantially interested in or affected by the proposed project
- B. A list of meetings proposed and held with interested parties

* Applicable only to the extent required by the Development Impact Project Agreement for the Development.

** Applicable only to the extent required by law.

***Inapplicable

FEES

The following is a list of fees for development projects. Most fees are not refundable except fees for reviewing developers' proposals for public parcels, which are partially refundable to unsuccessful applicants.

Bid Documents

o Site Preparation Contracts	\$ 100
o Property Management Contracts	\$ 100
o Operation of Parking Lots	\$ 100
o Rehabilitation Documents	\$ 100
o Demolition Contracts*	\$ 100

Chapter 121A Fees

o Application	\$ 5,000
o Amendments of application requiring a hearing and report	\$ 3,500
o Amendments of any kind not requiring a hearing	\$ 2,500

<u>CARD Project Review Fees</u>	\$ 2,500
---------------------------------	----------

<u>Developer Kits</u>	\$ 0-100 (varies depending on size of site and proposed development)
-----------------------	---

<u>Developer Proposal Fees</u>	\$ 0-7,500 (varies depending on site)
--------------------------------	--

Zoning Commission Fees

o Annual subscription to Zoning Code Amendments	\$ 10
o Annual subscription to Zoning Code Amended Pages	\$ 10
o Zoning Code Text or Map Amendment Application	\$ 225 (Advertising costs will also be paid by proponent and will vary according to length of ad)

Note: Fees for zoning and building code variances and appeals are paid directly to the Board of Appeal.

*Refundable

APPENDICES

Appendix 1
PRO FORMAS

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Office _____

Residential _____

Other (please specify) _____

Parking /11 (please specify) _____

TOTAL NET SQUARE FOOTAGE _____

Office _____

Residential _____

Other (please specify) _____

INDUSTRIAL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Total GVF _____

No. Trucks _____

Trucks _____

No. Spaces _____

RESIDENTIAL DEVELOPMENT PROGRAM

TYPE OF OWNERSHIP _____

(Federal, Condominium, Cooperative) _____

TOTAL LAND SQUARE FOOTAGE _____

TOTAL UNITS _____

City of Units _____

Studios _____

1 Bed _____

2 Bed _____

Other _____

Parking _____

TOTAL GROSS SQUARE FOOTAGE _____

Garage Total Size _____

Studios _____

1 Bed _____

2 Bed _____

Other _____

Parking _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

Parking (if applicable) _____

TOTAL NET SQUARE FOOTAGE _____

Office _____

Retail _____

Other (please specify) _____

HOTEL DEVELOPMENT PROGRAM

TOTAL LAND SQUARE FOOTAGE _____

TOTAL GROSS SQUARE FOOTAGE _____

Hotel GSF _____

No. Rooms _____

Parking _____

No. Spaces _____

RESIDENTIAL DEVELOPMENT PROGRAM

FORM OF OWNERSHIP
(Rental, Condominium, Cooperative) _____

TOTAL LAND SQUARE FOOTAGE _____

TOTAL UNITS _____

Mix of Units

Studio _____

1 Bed _____

2 Bed _____

Other _____

PARKING _____ spaces

TOTAL GROSS SQUARE FOOTAGE _____ GSF _____ NSF

Average Unit Size

Studio _____ GSF _____ NSF

1 Bed _____ GSF _____ NSF

2 BED _____ GSF _____ NSF

Other _____ GSF _____ NSF

Parking _____ GSF

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

TOTAL HARD COSTS

\$ _____

Rehabilitation (\$_____/GSF) \$ _____
New Construction (\$_____/GSF) _____
Parking (\$_____/space) _____
Site Improvements (\$_____/LSF) _____
Tenant Improvements _____
Office \$_____/NSF _____
Retail \$_____/NSF _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee _____
Legal _____
Permits & Fees (specify) _____
Construction Loan Interest _____
(____mos. @ ____% with average
balance of \$_____) _____
Financing Fees (specify) _____
Real Estate Taxes and Linkage
during Construction (____mos.) _____
Lease Payment * _____
Other Related Costs _____
(specify) _____

CONTINGENCY (____% of hard costs)

\$ _____

TOTAL DEVELOPMENT COST

\$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % Total Development Cost _____
Total Development Cost/GSF _____

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

COMMERCIAL OPERATING PRO FORMA

(Carry out of 10 years and indicate inflation factor)

COMMERCIAL INCOME

Office (_____ NSF @ \$ _____ /NSF) \$ _____
Retail (_____ NSF @ \$ _____ /NSF) _____
Parking (attach parking rate structure) _____
Other (_____ NSF @ \$ _____ /NSF) _____

POTENTIAL GROSS INCOME

\$ _____

VACANCY (_____ %)

\$ (_____)

EFFECTIVE GROSS INCOME

\$ _____

OPERATING EXPENSES

Office (\$ _____ /NSF) \$ _____
Retail (\$ _____ /NSF) _____
Parking (\$ _____ /space) _____
Other (\$ _____ /NSF) _____
TOTAL \$ (_____)

REAL ESTATE TAXES

Office (\$ _____ /NSF) \$ _____
Retail (\$ _____ /NSF) _____
Parking (\$ _____ /space) _____
Other (\$ _____ /NSF) _____
TOTAL \$ (_____)

LINKAGE PAYMENTS

\$ (_____)

NET OPERATING INCOME

\$ _____

DEBT SERVICE (_____ % on \$ _____ for _____ years)

\$ (_____)

CASH FLOW

\$ _____

EQUITY PARTICIPATION (if applicable)

\$ _____

RETURN ON EQUITY (year of operations 19__)
(Before Tax Cash Flow/Equity)

_____ %

RETURN ON TOTAL DEVELOPMENT COST (year of operations 19__)
(Net Operating Income/Total Development Cost)

_____ %

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL DEVELOPMENT PRO FORMA
(Estimates in 19__ Dollars
Using __% Inflation Factor from 19__)

TOTAL HARD COSTS

\$ _____

Hotel (\$____/NSF)
per room (\$____/room)
Parking (\$/space)
Site Costs (\$____/GSF)
Office (\$____/GSF)
Retail (\$____/GSF)
Other (specify) _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering
Legal
Accounting
Marketing/Brokerage
Financing Fees (specify)
Developer's Fee
Construction Loan Interest
(__ Mos __% on average balance
of \$
Land Lease Payment *
Real Estate Taxes and Linkage
Other Related Fees (specify)

HOTEL START-UP

\$ _____

Furniture, Fixtures & Equipment
Initial Invent. & Working Capital
Pre-Opening & Opening Costs

TOTAL START-UP COSTS

\$ _____

CONTINGENCY COSTS (__% of Hard Costs)

\$ _____

TOTAL DEVELOPMENT COSTS

\$ _____

Soft Costs as % Hard Costs
Soft Costs as % TDC

* If applicable

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA
(Carry out 10 years and include inflation factor)

ROOMS

Available _____
Average Occupancy (____%) _____
Average Rate (\$____) \$ _____

REVENUE

Rooms \$ _____
Food & Beverage _____
Telephone _____
Rentals _____
Parking _____
Other _____

TOTAL GROSS REVENUE \$ _____

Vacancy _____
EFF. GROSS REVENUE (\$ _____)

EXPENSES

Food & Beverage Costs \$ _____
Payroll & Related _____
Telephone _____
Other Expenses _____
Linkage Payment _____

TOTAL ALLOCATED EXPENSES (\$ _____)

UNALLOCATED EXPENSES

Admin. & General \$ _____
Management Fee _____
Marketing _____
Energy Costs _____
Property & Maintenance _____
Franchise Fees _____
Guest Entertainment _____
Replacement Reserves _____

TOTAL UNALLOCATED EXPENSES (\$ _____)

TOTAL EXPENSES (\$ _____)

PROPERTY TAXES & OTHER
MUNICIPAL CHARGES (specify) (\$ _____)

INSURANCE ON BUILDING
AND CONTENTS (\$ _____)

NET OPERATING INCOME \$ _____

DEBT SERVICE ____% on \$____ for ____yrs. (\$ _____)

BEFORE TAX CASH FLOW \$ _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

HOTEL OPERATING PRO FORMA continued
(Carry out 10 years and include inflation factor)

EQUITY PARTICIPATION (if applicable) \$ _____

RETURN ON EQUITY (year of operations 19__) _____ %
(Before Tax Cash Flow/Equity)

RETURN ON TOTAL DEVELOPMENT COST _____ %
(Year of operations 19__)
(Net operating Income/Total Development Cost)

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

RESIDENTIAL CONDOMINIUM DEVELOPMENT PRO FORMA

(Estimates in 19__ Dollars)

(Provide phased information where necessary)

TOTAL HARD COSTS

\$ _____

Condominium Units (\$ _____/GSF) \$ _____
Unit Finishes (\$ _____/NSF) _____
Condominium Parking (\$ _____/GSF) _____
(# of spaces) _____
Site Costs (\$ _____/GSF) _____
Premium Costs (\$ _____/GSF) _____
Other (specify) _____

TOTAL SOFT COSTS

\$ _____

Architect/Engineering _____
Marketing/Brokerage/Advertising _____
Developer's Fee \$ _____
Legal _____
Permits & Fees (specify) _____
Construction Period Costs _____
Construction Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Financing Fees _____
Real Estate Taxes and Linkage
during Construction (_____ mos.) _____

Sale Period Costs \$ _____
Loan Interest
(_____ mos. @ _____ % with
average balance of
\$ _____) _____
Sale Period Real Estate Taxes
(_____ mos.) _____
Sale Period Operating Expenses _____
Other (specify) _____
Other Related Costs (specify) \$ _____

CONTINGENCY (_____ % of \$ _____) \$ _____

TOTAL CONDOMINIUM DEVELOPMENT COSTS

\$ _____

Soft Costs as % Hard Costs _____
Soft Costs as % TDC _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM SALES PRO FORMA
(Estimates in 19__ Dollars)
(Using __% inflation factor from 19__)

CONDOMINIUM UNITS

Gross Sales Proceeds \$ _____
 Gross Condominium Sales/NSF \$ _____
Less Total Condominium Units Development Cost (_____)
 Total Condominium Units Cost/NSF \$ _____

Net Profit (Before Taxes) _____
Return on Gross Sales Proceeds _____ %
 (Net Profit/Gross Sales Proceeds)

CONDOMINIUM PARKING SPACES

Gross Sales Proceeds \$ _____
 Gross Parking Sales/Space \$ _____
Less Total Condominium Parking Development Cost (_____)
 Total Parking Cost/Space \$ _____

Net Profit (Before Taxes) \$ _____
Return on Gross Sales Proceeds _____ %
 (Net Profit/Gross Sales Proceeds)

TOTAL SALES

Total Condominium Gross Sales Proceeds \$ _____
Less Total Condominium Development Costs (_____)

Net Profit (Before Taxes) \$ _____
Total Return on Gross Condominium Sales Proceeds _____ %
 (Net Profit/Total Gross Sales Proceeds)

Return on Equity _____ %
 Equity Participation (Amount and % of
 Total Condominium Cost) \$ _____ (____ %)

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

CONDOMINIUM COST OF OWNERSHIP PRO FORMA
(Estimates in 19__ Dollars)
(Use __% inflation factor from 19__)

Number of Units _____

Average Unit Size (NSF) _____

Average Unit Price \$ _____

Average Downpayment \$ _____ (____%)

Studio _____

1 Bed _____

2 Bed _____

Other _____

	<u>Market</u>	<u>Subsidized</u>
Annual Common Area Charges (\$_____/NSF)	\$ _____	\$ _____
Annual Real Estate Taxes (\$_____/NSF)	_____	_____
Annual Mortgage Payment (____% on \$_____ for ____ years)	_____	_____
Annual Service Charges (please specify membership fees, special services, etc.)	_____	_____
Total Annual Cost of Ownership (Before-tax)	_____	_____
Total Monthly Cost of Ownership (Before-tax)	_____	_____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

DEVELOPMENT PRO FORMA FOR RESIDENTIAL RENTAL PROPERTY
(Estimates in 19__ Dollars
Using __% Inflation Factor from 19__)

RESIDENTIAL UNITS

Number of Residential Units _____

Mix of Units

1 Bed _____
2 Bed _____
Other _____

Average Unit Size (GSF, NSF)

1 Bed _____
2 Bed _____
Other _____

Number of Parking Spaces _____

SQUARE FOOTAGE

Residential GSF _____
Parking GSF _____
TOTAL GSF _____

ACQUISITION

\$ _____

CONSTRUCTION COSTS

Rehabilitation (\$_____/GSF)
New Construction (\$_____/GSF)
Parking (\$_____/space)
Site Improvements (\$_____/Land SF)
Other _____
TOTAL

\$ _____

\$ _____

RELATED COSTS

\$ _____

Architect/Engineering _____
Marketing/Brokerage _____
Developer Fees _____
Miscellaneous Fees _____
(Legal, Acctg. Ins., Title) _____
Construction Loan Interest _____
(__mos. @ __% with average balance of
\$ _____)
Financing Fees (specify) _____
Other Related Costs _____
(please specify) _____

TOTAL

\$ _____

CONTINGENCY (___% of \$ _____)

\$ _____

TOTAL DEVELOPMENT COST (TDC)

\$ _____

Project _____
Developer _____

Date _____
Tel. #/Contact Person _____

OPERATING PRO FORMA FOR RESIDENTIAL RENTAL PROPERTY
(Carry out 10 years and indicate inflation factor)

RENTAL INCOME

Rent/Month

1 Bed _____
2 Bed _____
Other _____

TOTAL RESIDENTIAL INCOME \$ _____

PARKING INCOME (attach parking rate structure) \$ _____

MISCELLANEOUS INCOME (e.g., Laundry) \$ _____

POTENTIAL GROSS INCOME \$ _____

VACANCY (____%) (\$ _____)

EFFECTIVE GROSS INCOME \$ _____

OPERATING EXPENSES

Residential (\$_____/NSF) \$ _____
Parking (\$_____/space) _____
TOTAL OPERATING EXPENSES (\$ _____)

REAL ESTATE TAXES

Residential (\$_____/NSF) \$ _____
Parking (\$_____/space) _____
TOTAL REAL ESTATE TAXES (\$ _____)

BRA BASE RENT * (\$ _____)

NET INCOME AVAILABLE FOR DEBT SERVICE \$ _____

FINANCING **

Debt Service (____% on \$_____ for ____yrs.) (\$ _____)

CASH FLOW \$ _____

EQUITY PARTICIPATION (if applicable)

(Amount and % of Total Development Cost) \$ _____

RETURN ON EQUITY

(Cash Flow/Equity) _____%

RETURN ON TOTAL DEVELOPMENT COST

(Net Income Available/Total Development Cost) _____%

* If applicable

** Specify type and priority of repayment

Appendix 2
FAIR HOUSING REQUIREMENTS*

Recognizing that underrepresentation of minorities or female heads of households in a particular neighborhood may itself discourage interest among those groups from living in that neighborhood, the city will undertake affirmative marketing efforts to ensure that the city's minorities and female heads of households have access to housing throughout the city.

These efforts will apply to all projects of five or more units (rental and home ownership projects) which receive exceptions to zoning requirements from the Boston Zoning Commission and those that receive any form of city financial assistance, or state or federal assistance which is administered by the city. Financial assistance shall include the donation or sale of city-owned land to facilitate the project.

Interagency Procedures

- a. When an application for one or more of the following is received:
(i) city-owned land; (ii) city, state or federal funds administered by a city agency; or (iii) zoning exception for the development of a housing project, the appropriate city agency shall notify the Boston Fair Housing Commission within thirty (30) days of receipt of the application.

The BFHC shall review the compliance record, if any, of all applicants. If the record shows that an applicant has unresolved issues of non-compliance, the Commission shall attempt to resolve these issues in accordance with its mediation and hearing procedures. In those cases where a compliance agreement cannot be reached, the BFHC shall recommend to the Mayor and the appropriate agency that the application be rejected. Where the applicant has received city land, or other city benefits, and has not complied with fair housing requirements, the Commission shall recommend to the Mayor and to the administering agency that the applicant be denied an occupancy permit for the project.

- b. The appropriate city agency shall advise developers of affirmative marketing requirements through program designs, Requests for Proposals and other forms of communication. Additionally, affirmative marketing requirements shall be specified in all housing and housing development contracts awarded or administered by city agencies.
- c. The BFHC shall assist the appropriate agency in developing project specific affirmative marketing plans.
- d. Developers shall be required to sign a non-discrimination statement.
- e. The BFHC shall monitor implementation of each affirmative fair housing market plan.
- f. The BFHC shall submit to the Mayor an annual report summarizing affirmative marketing efforts and accomplishments.

* Applicable only to housing available to the general public at market rates.

Elements of Affirmative Marketing Plan

a. Outreach Housing Efforts

Each developer, including city agencies, will be required to:

- (i) advertise availability of housing in majority and minority newspapers;
- (ii) send outreach letters to housing counselling agencies which assist low-moderate income families and minorities;
- (iii) undertake such additional efforts as may be required, due to the specific nature, or location of the project.

b. Neighborhood Preferences

To stabilize neighborhoods and mitigate the effects of displacement/gentrification, up to 70% of available affordable housing units may be targeted by a developer for neighborhood residents. This policy will work to prevent the gentrification of minority neighborhoods since a substantial proportion of city-owned land which will be used to produce affordable housing is located in minority neighborhoods. However, developers may not exclude people from other neighborhoods from applying and competing for all units. Plans for tenant selection where neighborhood preference is a criterion shall be approved by the BFHC.

c. Measures for Compliance

A developer who has taken every step outlined in a city-approved affirmative marketing plan shall be able to proceed with completion of his/her project. Compliance shall be determined by the BFHC. A developer who has not adequately complied with a city-approved marketing plan, however, shall be required to conduct additional outreach and/or may be subject to pre-determine remedies.

Appendix 3

BOSTON JOBS POLICY

1. Boston Resident Jobs Policy

Chapter 30 of the Ordinances of 1983 established a Boston Resident Jobs Policy. The 1983 ordinances requires contractors performing work on construction projects funded in whole or in part by the city or to which the city administers to ensure 50% Boston resident, 25% minority and 10% female participation of the total construction workhours performed on the project. To ensure compliance with these requirements, the City of Boston Supplemental Minority Participation and Resident Preference Contract provisions are included in all contracts for construction projects covered by the Ordinance. This contract supplement delineates the contractor's compliance obligations and a description of the city's monitoring and enforcement of the policy.

2. Executive Order Extending Jobs Policy

The July 12, 1985 Executive Order extends the Resident Jobs Policy ordinance to cover privately financed construction projects in excess of 100,000 square feet (excluding housing developments). The Executive Order includes the same hiring requirements and requires each developer to submit a detailed employment plan with provisions for monitoring, compliance and sanctions. The submission of the Boston Residents Construction Employment Plan is a required submission prior to the issuance of a building permit for the project.

3. Permanent Jobs Policy

The city has initiated a permanent jobs policy which requires developers receiving city assistance (i.e., loans, land or building acquisitions, lease agreements or licenses) for projects which are expected to generate permanent job opportunities, to enter into an employment agreement with the city. These agreements typically include the provisions for 50% Boston resident, 30% minority, and 50% female hiring in all new jobs generated and for the advanced notification of job opportunities to the city and/or community based organizations. Additional commitments negotiated through these agreements include financial contributions for job training and affirmative action activities. The city has begun negotiations with the developers for the privately financed projects to discuss similar types of permanent job agreements.

4. Boston Employment Commission

On September 10, 1986, the Boston City Council passed an ordinance establishing the Boston Employment Commission. This Commission will monitor employment practices mandated by earlier enacted jobs policies, and shall have the ability to impose sanctions for non-compliance. Compliance shall be verified by weekly* accounts of all workers on a project, and by demonstrated good faith efforts. The board will consist of seven members, and will be representative of the interests of business, minorities, women, and organized labor.

* Or at longer intervals as required.

Appendix 4

MASS. ENVIRONMENTAL POLICY ACT REVIEW AUTHORITY

The Massachusetts Environmental Policy Act (MEPA) requires the review and evaluation of projects to describe their environmental impact and establishes a process for determining when Environmental Impact Reports (EIRs) are required. MEPA applies to projects directly undertaken by a state agency (including leases and transfers of property undertaken by an agency) and to privately-initiated projects requiring an agency permit or receiving financial assistance from an agency. Because the BRA is a redevelopment authority created by the Legislature, it falls under the jurisdiction of MEPA. Where the BRA acts only as the planning department for the city, such as in zoning matters and the disposition of city-owned land, MEPA does not apply.

Regulations implementing MEPA were promulgated by the Executive Office of Environmental Affairs (EOEA), which is also responsible for determining whether a project requires an EIR. These regulations establish a process whereby, for non-exempt projects, an Environmental Notification Form (ENF) is required to be filed with EOEA for public and agency review as the preliminary step in determining the need for an EIR. For activities or actions undertaken by an agency, the preparation of the ENF (and of the EIR, if subsequently required) is the responsibility of the agency itself. For private projects seeking state or BRA financial assistance or a permit (e.g., Chapter 121A approval), the project proponent is responsible for preparing the required documents.

In addition to describing the environmental review process, the MEPA regulations also establish categories of projects which automatically require the preparation of an EIR (categorical inclusions) and which are automatically excluded from filing an ENF (categorical exclusions). Specific rules of application are included in the regulations.

With respect to timing, the public/agency review period for ENF's is 20 days following publication in EOEA's Environmental Monitor of a notice of submission and availability of an ENF. Notices are published twice monthly, on approximately the 7th and the 21st of the month. The Secretary of Environmental Affairs then has 10 days in which to issue a certificate stating whether or not an EIR is required.

If an EIR is required, the process involves the preparation and circulation for review of a Draft EIR (the public/agency review period is 30 days following EOEA notice of availability of the EIR, with seven additional days for the Secretary to issue a statement on the adequacy of the Draft), preparation of the Final EIR responding to comments on the Draft, and circulation of the Final (again, a 30-day review period followed by seven days for the Secretary to issue a statement regarding the adequacy of the Final and its compliance with MEPA). Normally, the EIR process from beginning of the preparation of the EIR to final approval takes five to six months and considerably longer for major and complicated projects. The minimum time would be at least four months.

Boston University

881 Commonwealth Avenue
Boston, Massachusetts 02215
617/353-9814
FAX: 617/353-9695



Vice President For Enrollment Management

January 25, 1990

Boston Redevelopment Authority
City Hall Plaza
Boston, Massachusetts 02201
Attn: Stephen Coyle, Director

Re: 899-925 Commonwealth Avenue, Boston, Massachusetts

Dear Mr. Coyle:

Reference is made to a certain Planned Development Area Master Plan and Development Impact Project Plan of even date herewith with regard to the above-referenced property. In response to a vote taken on January 23, 1990 by the Project Advisory Committee with regard to the development to occur on such property, Boston University agrees that the University will not undertake major development of the Westerly Development Area beyond that contemplated in the Westerly Development Plan until at least 1,200 beds of housing are under construction in the Easterly Development Area.

Terms used herein but not defined shall have the meanings provided them in the above-referenced Master Plan and Development Impact Project Plan.

Sincerely,

TRUSTEES OF BOSTON UNIVERSITY

By:

George A. Schiller, Jr.
Vice President

